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Effective Date: 12/01/2004 Status: Effective

FERC Docket: RP05- 46-000

**Second Revised Sheet No. 0** Tennessee Gas Pipeline Company: FIFTH REVISED VOLUME NO. 1  
Second Revised Sheet No. 0 : Effective  
Superseding: First Revised Title Page

FERC GAS TARIFF  
FIFTH REVISED VOLUME NO. 1  
OF  
TENNESSEE GAS PIPELINE COMPANY  
FILED WITH THE  
FEDERAL ENERGY REGULATORY COMMISSION

COMMUNICATIONS CONCERNING THIS TARIFF

SHOULD BE ADDRESSED TO:

MILTON PALMER, JR.  
DIRECTOR, RATES AND REGULATORY AFFAIRS

TENNESSEE GAS PIPELINE COMPANY  
1001 Louisiana Street  
Houston, Texas 77002  
(713) 420-3297 (Phone)  
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Effective Date: 03/29/2010 Status: Effective  
FERC Docket: RP10-415-000

**Fifteenth Revised Sheet No. 1** Fifteenth Revised Sheet No. 1  
Superseding: Fourteenth Revised Sheet No. 1

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*Effective Date: 09/01/1993 Status: Effective*

*FERC Docket: RS92- 23-012*

**Sheet Nos. 2 Through 10** Sheet Nos. 2 Through 10 : Effective

Sheet Nos. 2 Through 10 are Reserved For Future Use.

Effective Date: 07/01/1995 Status: Effective  
 FERC Docket: RP91-203-060

**Thirty-Second Revised Sheet No. 5** Thirty-Second Revised Sheet No. 5 : Superseded  
 Superseding: Sub Thirty-First Revised Sheet No. 5  
 RATES/CHARGES PER DEKATHERM

SUMMARY OF RATES AND CHARGES

| Fuel and<br>Rate<br>Loss<br>Schedule<br>Retention<br>Number<br>Customer<br>% 8\ | Reservation Charge |             |          | Quantity Charge |             |          |
|---|--------------------|-------------|----------|-----------------|-------------|----------|
|   | Base               | Rate After  |          | Base            | Rate After  |          |
|   | Tariff             | PCB         | Adjust.  | Tariff          | PCB         | Adjust.  |
|   | Rate               | Adjust. 3A\ | 1, 2, 3\ | Rate            | Adjust. 3A\ | 1, 2, 3\ |
| T-24 Public Service Electric and Gas Co.<br>6.99%                               |                    |             | --       | \$0.6043        | \$0.0145    | \$0.6188 |
| T-110 Southern Natural Gas Company<br>1.91%                                     |                    |             | --       | \$0.2586        | \$0.0082    | \$0.2668 |
| T-123 Michigan Wisconsin Pipeline Company<br>1.91%                              |                    |             | --       | \$0.2586        | \$0.0082    | \$0.2668 |
| T-124 Gulf Oil Corp.<br>1.91%   |                    |             | --       | \$0.2586        | \$0.0082    | \$0.2668 |
| T-129 National Fuel Gas Distribution Corp.<br>1.28%                             |                    |             | --       | \$0.1454        | \$0.0062    | \$0.1516 |
| T-143 New Jersey Natural Gas Company<br>2.86%                                   | \$8.81             | \$0.01      |          | \$8.82          | \$0.0008    | \$0.0008 |
| T-144 Texas Eastern Transmission Corp.<br>1.91%                                 |                    |             | --       | \$0.2586        | \$0.0082    | \$0.2668 |
| T-145 Texas Gas Transmission Corp.<br>1.91%                                     |                    |             | --       | \$0.2586        | \$0.0082    | \$0.2668 |
| T-154 Conoco, Inc.<br>1.91%   |                    |             | --       | \$0.2586        | \$0.0082    | \$0.2668 |
| T-159 Natural Gas Pipeline Corp.<br>- Zone 1 to Zone 1<br>1.91%                 |                    |             | --       | \$0.2586        | \$0.0082    | \$0.2668 |
| - Zone 1 to Zone 0<br>1.74%   |                    |             | --       | \$0.3231        | \$0.0095    | \$0.3326 |
| T-167 Texas Eastern Transmission Corp.<br>1.91%                                 |                    |             | --       | \$0.2586        | \$0.0082    | \$0.2668 |
| T-180 Ocean State Power<br>2.44%  | \$16.37            | \$0.09      |          | \$16.46         |             | 2\       |

Notes:

- 1/ The rates for services shall include any applicable surcharges for (GRI) Gas Research Institute, (ACA) Annual Charge Adjustment, (TCSM) Transition Cost Surcharge - Market Area and PCB adjustment.  
 Surcharges are on Sheet No. 30 - 30F of Tennessee's Ferc Gas Tariff.
- 2/ Additional charges include the Incremental Pressure Charge of \$.0141.
- 3/ Transporter shall determine the quantity of gas required for fuel and losses by multiplying

the quantity of gas tendered for transportation by the applicable Fuel and Loss Retention Percent shown on this Summary of Rates and Charges. The applicable Fuel and Loss Retention Percent shall supersede any Fuel and Loss retention percent stated in the rate schedule, in accord with Tennessee's right to make tariff changes as provided by law.

3A/ PCB adjustment surcharge effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, subject to extension, revision or termination as required by the Stipulation & Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996.

*Effective Date: 09/01/1993 Status: Effective*

*FERC Docket: RS92- 23-012*

**Original Sheet No. 11** Original Sheet No. 11 : Effective

PRELIMINARY STATEMENT

Tennessee Gas Pipeline Company is a natural gas pipeline company principally engaged in the business of transporting, and through a separately organized division of the company, of selling natural gas in interstate commerce, under authorization granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission. Its main pipeline system extends in a northeasterly direction from its sources of supply in Texas and Louisiana through the states of Texas, Louisiana, Arkansas, Mississippi, Alabama, Tennessee, Kentucky, West Virginia, Ohio, Pennsylvania, New York, New Jersey, Massachusetts, New Hampshire, Rhode Island and Connecticut.

*Effective Date: 10/15/2003 Status: Effective*  
*FERC Docket: RP03-607-000*

**First Revised Sheet No. 12** First Revised Sheet No. 12 : Effective  
Superseding: Original Sheet No. 12

TENNESSEE GAS PIPELINE COMPANY  
SYSTEM MAP  
(AVAILABLE ON TENNESSEE'S INTERNET WEBSITE  
UNDER INFORMATIONAL POSTINGS)

*Effective Date: 10/15/2003 Status: Effective*  
*FERC Docket: RP03-607-000*

**First Revised Sheet No. 13** First Revised Sheet No. 13 : Effective  
Superseding: Original Sheet No. 13

TENNESSEE GAS PIPELINE COMPANY  
ZONE 0 MAP  
(AVAILABLE ON TENNESSEE'S INTERNET WEBSITE  
UNDER INFORMATIONAL POSTINGS)

*Effective Date: 10/15/2003 Status: Effective*  
*FERC Docket: RP03-607-000*

**First Revised Sheet No. 14** First Revised Sheet No. 14 : Effective  
Superseding: Original Sheet No. 14

TENNESSEE GAS PIPELINE COMPANY  
ZONE L MAP  
(AVAILABLE ON TENNESSEE'S INTERNET WEBSITE  
UNDER INFORMATIONAL POSTINGS)

*Effective Date: 10/15/2003 Status: Effective*  
*FERC Docket: RP03-607-000*

**First Revised Sheet No. 15** First Revised Sheet No. 15 : Effective  
Superseding: Original Sheet No. 15

TENNESSEE GAS PIPELINE COMPANY  
ZONE 1 MAP  
(AVAILABLE ON TENNESSEE'S INTERNET WEBSITE  
UNDER INFORMATIONAL POSTINGS)

*Effective Date: 10/15/2003 Status: Effective*  
*FERC Docket: RP03-607-000*

**First Revised Sheet No. 16** First Revised Sheet No. 16 : Effective  
Superseding: Original Sheet No. 16

TENNESSEE GAS PIPELINE COMPANY  
ZONE 2 MAP  
(AVAILABLE ON TENNESSEE'S INTERNET WEBSITE  
UNDER INFORMATIONAL POSTINGS)

*Effective Date: 10/15/2003 Status: Effective*  
*FERC Docket: RP03-607-000*

**First Revised Sheet No. 17** First Revised Sheet No. 17 : Effective  
Superseding: Original Sheet No. 17

TENNESSEE GAS PIPELINE COMPANY  
ZONE 3 MAP  
(AVAILABLE ON TENNESSEE'S INTERNET WEBSITE  
UNDER INFORMATIONAL POSTINGS)

*Effective Date: 10/15/2003 Status: Effective*  
*FERC Docket: RP03-607-000*

**First Revised Sheet No. 18** First Revised Sheet No. 18 : Effective  
Superseding: Original Sheet No. 18

TENNESSEE GAS PIPELINE COMPANY  
ZONE 4 MAP  
(AVAILABLE ON TENNESSEE'S INTERNET WEBSITE  
UNDER INFORMATIONAL POSTINGS)

*Effective Date: 10/15/2003 Status: Effective*  
*FERC Docket: RP03-607-000*

**First Revised Sheet No. 19** First Revised Sheet No. 19 : Effective  
Superseding: Original Sheet No. 19

TENNESSEE GAS PIPELINE COMPANY  
ZONE 5 MAP  
(AVAILABLE ON TENNESSEE'S INTERNET WEBSITE  
UNDER INFORMATIONAL POSTINGS)

*Effective Date: 10/15/2003 Status: Effective*

*FERC Docket: RP03-607-000*

**Original Sheet No. 19A** Original Sheet No. 19A : Effective

TENNESSEE GAS PIPELINE COMPANY  
ZONE 6 MAP  
(AVAILABLE ON TENNESSEE'S INTERNET WEBSITE  
UNDER INFORMATIONAL POSTINGS)

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Thirty-Eighth Revised Sheet No. 20** Thirty-Eighth Revised Sheet No. 20  
 Superseding: Thirty-Seventh Revised Sheet No. 20

RATES PER DEKATHERM

FIRM TRANSPORTATION - GS RATES (FT-GS)

| Base Rates<br>----- | RECEIPT |          |          | DELIVERY ZONE |          |          |          |          |   |
|---------------------|---------|----------|----------|---------------|----------|----------|----------|----------|---|
|                     | ZONE    | 0        | L        | 1             | 2        | 3        | 4        | 5        | 6 |
| \$1.0698            | 0       | \$0.2138 |          | \$0.4203      | \$0.5844 | \$0.6748 | \$0.7814 | \$0.8952 |   |
|                     | L       |          | \$0.1771 |               |          |          |          |          |   |
| \$0.9804            | 1       | \$0.4318 |          | \$0.3268      | \$0.4951 | \$0.5849 | \$0.6915 | \$0.8052 |   |
| \$0.6852            | 2       | \$0.5844 |          | \$0.4951      | \$0.2000 | \$0.2897 | \$0.4144 | \$0.5106 |   |
| \$0.6698            | 3       | \$0.6748 |          | \$0.5849      | \$0.2897 | \$0.1489 | \$0.3995 | \$0.4951 |   |
| \$0.4061            | 4       | \$0.7995 |          | \$0.7096      | \$0.4144 | \$0.3995 | \$0.1886 | \$0.2311 |   |
| \$0.3466            | 5       | \$0.8952 |          | \$0.8052      | \$0.5106 | \$0.4951 | \$0.2311 | \$0.1989 |   |
| \$0.2374            | 6       | \$1.0698 |          | \$0.9804      | \$0.6852 | \$0.6698 | \$0.4061 | \$0.3466 |   |

| Surcharges<br>----- | RECEIPT |          |          | DELIVERY ZONE |          |          |          |          |   |
|---------------------|---------|----------|----------|---------------|----------|----------|----------|----------|---|
|                     | ZONE    | 0        | L        | 1             | 2        | 3        | 4        | 5        | 6 |
| \$0.0000            | 0       | \$0.0000 |          | \$0.0000      | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
|                     | L       |          | \$0.0000 |               |          |          |          |          |   |
| \$0.0000            | 1       | \$0.0000 |          | \$0.0000      | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
| \$0.0000            | 2       | \$0.0000 |          | \$0.0000      | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
| \$0.0000            | 3       | \$0.0000 |          | \$0.0000      | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
| \$0.0000            | 4       | \$0.0000 |          | \$0.0000      | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
| \$0.0000            | 5       | \$0.0000 |          | \$0.0000      | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
| \$0.0000            | 6       | \$0.0000 |          | \$0.0000      | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |

Annual Charge Adjustment (ACA): \$0.0019

| Maximum Rates 2/, 3/<br>----- | RECEIPT |          |          | DELIVERY ZONE |          |          |          |          |   |
|-------------------------------|---------|----------|----------|---------------|----------|----------|----------|----------|---|
|                               | ZONE    | 0        | L        | 1             | 2        | 3        | 4        | 5        | 6 |
| \$1.0717                      | 0       | \$0.2157 |          | \$0.4222      | \$0.5863 | \$0.6767 | \$0.7833 | \$0.8971 |   |
|                               | L       |          | \$0.1790 |               |          |          |          |          |   |
| \$0.9823                      | 1       | \$0.4337 |          | \$0.3287      | \$0.4970 | \$0.5868 | \$0.6934 | \$0.8071 |   |
| \$0.6871                      | 2       | \$0.5863 |          | \$0.4970      | \$0.2019 | \$0.2916 | \$0.4163 | \$0.5125 |   |
| \$0.6717                      | 3       | \$0.6767 |          | \$0.5868      | \$0.2916 | \$0.1508 | \$0.4014 | \$0.4970 |   |
| \$0.4080                      | 4       | \$0.8014 |          | \$0.7115      | \$0.4163 | \$0.4014 | \$0.1905 | \$0.2330 |   |
| \$0.3485                      | 5       | \$0.8971 |          | \$0.8071      | \$0.5125 | \$0.4970 | \$0.2330 | \$0.2008 |   |



Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Ninth Revised Sheet No. 20A** Ninth Revised Sheet No. 20A  
 Superseding: Eighth Revised Sheet No. 20A

RATES PER DEKATHERM

AUTHORIZED OVERRUN RATES  
 FOR RATE SCHEDULE FT-GS

| Maximum Commodity Rates 1/<br>----- RECEIPT | DELIVERY ZONE |          |          |          |          |          |          |          |   |  |
|---|---------------|----------|----------|----------|----------|----------|----------|----------|---|--|
|   | ZONE          | 0        | L        | 1        | 2        | 3        | 4        | 5        | 6 |  |
| \$1.0717                                    | 0             | \$0.2157 |          | \$0.4222 | \$0.5863 | \$0.6767 | \$0.7833 | \$0.8971 |   |  |
|   | L             |          | \$0.1790 |          |          |          |          |          |   |  |
| \$0.9823                                    | 1             | \$0.4337 |          | \$0.3287 | \$0.4970 | \$0.5868 | \$0.6934 | \$0.8071 |   |  |
| \$0.6871                                    | 2             | \$0.5863 |          | \$0.4970 | \$0.2019 | \$0.2916 | \$0.4163 | \$0.5125 |   |  |
| \$0.6717                                    | 3             | \$0.6767 |          | \$0.5868 | \$0.2916 | \$0.1508 | \$0.4014 | \$0.4970 |   |  |
| \$0.4080                                    | 4             | \$0.8014 |          | \$0.7115 | \$0.4163 | \$0.4014 | \$0.1905 | \$0.2330 |   |  |
| \$0.3485                                    | 5             | \$0.8971 |          | \$0.8071 | \$0.5125 | \$0.4970 | \$0.2330 | \$0.2008 |   |  |
| \$0.2393                                    | 6             | \$1.0717 |          | \$0.9823 | \$0.6871 | \$0.6717 | \$0.4080 | \$0.3485 |   |  |

1/ The above maximum rates include a per Dth charge for:  
 (ACA) Annual Charge Adjustment \$0.0019

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Twenty-First Revised Sheet No. 21** Twenty-First Revised Sheet No. 21 : Effective  
Superseding: Twentieth Revised Sheet No. 21

Sheet No. 21 is Reserved for Future Use.

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Fortieth Revised Sheet No. 21A** Fortieth Revised Sheet No. 21A  
 Superseding: Thirty-Ninth Revised Sheet No. 21A

RATES PER DEKATHERM  
 (PAT)

Transportation Rates for Preferred Access Transportation

| Base Rates 1/, 2/ |      | DELIVERY ZONE |          |          |          |          |          |          |
|-------------------|------|---------------|----------|----------|----------|----------|----------|----------|
| RECEIPT           |      |               |          |          |          |          |          |          |
| 6                 | ZONE | 0             | L        | 1        | 2        | 3        | 4        | 5        |
| \$0.7062          | 0    | \$0.1458      |          | \$0.2790 | \$0.3859 | \$0.4440 | \$0.5136 | \$0.5863 |
|                   | L    |               | \$0.1177 |          |          |          |          |          |
| \$0.6484          | 1    | \$0.2859      |          | \$0.2190 | \$0.3281 | \$0.3859 | \$0.4555 | \$0.5282 |
| \$0.4575          | 2    | \$0.3859      |          | \$0.3281 | \$0.1373 | \$0.1950 | \$0.2759 | \$0.3377 |
| \$0.4476          | 3    | \$0.4440      |          | \$0.3859 | \$0.1950 | \$0.1040 | \$0.2662 | \$0.3277 |
| \$0.2770          | 4    | \$0.5248      |          | \$0.4668 | \$0.2759 | \$0.2662 | \$0.1292 | \$0.1570 |
| \$0.2386          | 5    | \$0.5863      |          | \$0.5282 | \$0.3377 | \$0.3277 | \$0.1570 | \$0.1364 |
| \$0.1681          | 6    | \$0.7062      |          | \$0.6484 | \$0.4575 | \$0.4476 | \$0.2770 | \$0.2386 |

| Surcharges                      |      | DELIVERY ZONE |          |          |          |          |          |          |
|---------------------------------|------|---------------|----------|----------|----------|----------|----------|----------|
| RECEIPT                         |      |               |          |          |          |          |          |          |
| 6                               | ZONE | 0             | L        | 1        | 2        | 3        | 4        | 5        |
| PCB Adjustment: 3/<br>\$0.0000  | 0    | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
|                                 | L    |               | \$0.0000 |          |          |          |          |          |
| \$0.0000                        | 1    | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| \$0.0000                        | 2    | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| \$0.0000                        | 3    | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| \$0.0000                        | 4    | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| \$0.0000                        | 5    | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| \$0.0000                        | 6    | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| Annual Charge Adjustment (ACA): |      |               |          |          | \$0.0019 |          |          |          |

| Maximum Rates<br>1/, 2/, 4/ |      | DELIVERY ZONE |          |          |          |          |          |          |
|-----------------------------|------|---------------|----------|----------|----------|----------|----------|----------|
| RECEIPT                     |      |               |          |          |          |          |          |          |
| 6                           | ZONE | 0             | L        | 1        | 2        | 3        | 4        | 5        |
| \$0.7081                    | 0    | \$0.1477      |          | \$0.2809 | \$0.3878 | \$0.4459 | \$0.5155 | \$0.5882 |
|                             | L    |               | \$0.1196 |          |          |          |          |          |
| \$0.6503                    | 1    | \$0.2878      |          | \$0.2209 | \$0.3300 | \$0.3878 | \$0.4574 | \$0.5301 |
| \$0.4594                    | 2    | \$0.3878      |          | \$0.3300 | \$0.1392 | \$0.1969 | \$0.2778 | \$0.3396 |
| \$0.4495                    | 3    | \$0.4459      |          | \$0.3878 | \$0.1969 | \$0.1059 | \$0.2681 | \$0.3296 |

|          |   |          |          |          |          |          |          |
|----------|---|----------|----------|----------|----------|----------|----------|
| \$0.2789 | 4 | \$0.5267 | \$0.4687 | \$0.2778 | \$0.2681 | \$0.1311 | \$0.1589 |
| \$0.2405 | 5 | \$0.5882 | \$0.5301 | \$0.3396 | \$0.3296 | \$0.1589 | \$0.1383 |
| \$0.1700 | 6 | \$0.7081 | \$0.6503 | \$0.4594 | \$0.4495 | \$0.2789 | \$0.2405 |

| Minimum Rates 2/<br>----- |      | DELIVERY ZONE |          |          |          |          |          |          |
|---------------------------|------|---------------|----------|----------|----------|----------|----------|----------|
| RECEIPT                   |      | -----         |          |          |          |          |          |          |
| 6                         | ZONE | 0             | L        | 1        | 2        | 3        | 4        | 5        |
| \$0.0326                  | 0    | \$0.0026      |          | \$0.0096 | \$0.0161 | \$0.0191 | \$0.0233 | \$0.0268 |
|                           | L    |               | \$0.0034 |          |          |          |          |          |
| \$0.0294                  | 1    | \$0.0096      |          | \$0.0067 | \$0.0129 | \$0.0159 | \$0.0202 | \$0.0236 |
| \$0.0189                  | 2    | \$0.0161      |          | \$0.0129 | \$0.0024 | \$0.0054 | \$0.0100 | \$0.0131 |
| \$0.0184                  | 3    | \$0.0191      |          | \$0.0159 | \$0.0054 | \$0.0004 | \$0.0095 | \$0.0126 |
| \$0.0090                  | 4    | \$0.0237      |          | \$0.0205 | \$0.0100 | \$0.0095 | \$0.0015 | \$0.0032 |
| \$0.0069                  | 5    | \$0.0268      |          | \$0.0236 | \$0.0131 | \$0.0126 | \$0.0032 | \$0.0022 |
| \$0.0031                  | 6    | \$0.0326      |          | \$0.0294 | \$0.0189 | \$0.0184 | \$0.0090 | \$0.0069 |

Notes:

- 1/ The maximum PAT hourly rate for each zone will be the respective 100% load factor equivalent of the maximum FT-A demand and commodity rates.
- 2/ The applicable fuel retention percentages are listed on Sheet No. 29, provided that for service rendered solely by displacement, shipper shall render only the quantity of gas associated with losses of .5%.
- 3/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2010 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996.
- 4/ Maximum rates are inclusive of base rates and above surcharges.

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 FERC Docket: RP09-1000-000

**Forty-Sixth Revised Sheet No. 22** Forty-Sixth Revised Sheet No. 22  
 Superseding: Forty-Fifth Revised Sheet No. 22

RATES PER DEKATHERM

INTERRUPTIBLE TRANSPORTATION RATES (IT)

Base Rates 1/, 2/  
 -----

| RECEIPT ZONE | DELIVERY ZONE |          |          |          |          |          |          |          |
|--------------|---------------|----------|----------|----------|----------|----------|----------|----------|
|              | 0             | L        | 1        | 2        | 3        | 4        | 5        | 6        |
| 0            | \$0.1458      |          | \$0.2790 | \$0.3859 | \$0.4440 | \$0.5136 | \$0.5863 | \$0.7062 |
| L            |               | \$0.1177 |          |          |          |          |          |          |
| 1            | \$0.2859      |          | \$0.2190 | \$0.3281 | \$0.3859 | \$0.4555 | \$0.5282 | \$0.6484 |
| 2            | \$0.3859      |          | \$0.3281 | \$0.1373 | \$0.1950 | \$0.2759 | \$0.3377 | \$0.4575 |
| 3            | \$0.4440      |          | \$0.3859 | \$0.1950 | \$0.1040 | \$0.2662 | \$0.3277 | \$0.4476 |
| 4            | \$0.5248      |          | \$0.4668 | \$0.2759 | \$0.2662 | \$0.1292 | \$0.1570 | \$0.2770 |
| 5            | \$0.5863      |          | \$0.5282 | \$0.3377 | \$0.3277 | \$0.1570 | \$0.1364 | \$0.2386 |
| 6            | \$0.7062      |          | \$0.6484 | \$0.4575 | \$0.4476 | \$0.2770 | \$0.2386 | \$0.1681 |

Surcharges  
 -----

| RECEIPT ZONE | DELIVERY ZONE |          |          |          |          |          |          |          |
|--------------|---------------|----------|----------|----------|----------|----------|----------|----------|
|              | 0             | L        | 1        | 2        | 3        | 4        | 5        | 6        |
| 0            | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| L            |               | \$0.0000 |          |          |          |          |          |          |
| 1            | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| 2            | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| 3            | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| 4            | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| 5            | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| 6            | \$0.0000      |          | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |

Annual Charge Adjustment (ACA): \$0.0019

Maximum Rates 1/, 2/, 4/  
 -----

| RECEIPT ZONE | DELIVERY ZONE |          |          |          |          |          |          |          |
|--------------|---------------|----------|----------|----------|----------|----------|----------|----------|
|              | 0             | L        | 1        | 2        | 3        | 4        | 5        | 6        |
| 0            | \$0.1477      |          | \$0.2809 | \$0.3878 | \$0.4459 | \$0.5155 | \$0.5882 | \$0.7081 |
| L            |               | \$0.1196 |          |          |          |          |          |          |
| 1            | \$0.2878      |          | \$0.2209 | \$0.3300 | \$0.3878 | \$0.4574 | \$0.5301 | \$0.6503 |
| 2            | \$0.3878      |          | \$0.3300 | \$0.1392 | \$0.1969 | \$0.2778 | \$0.3396 | \$0.4594 |
| 3            | \$0.4459      |          | \$0.3878 | \$0.1969 | \$0.1059 | \$0.2681 | \$0.3296 | \$0.4495 |
| 4            | \$0.5267      |          | \$0.4687 | \$0.2778 | \$0.2681 | \$0.1311 | \$0.1589 | \$0.2789 |
| 5            | \$0.5882      |          | \$0.5301 | \$0.3396 | \$0.3296 | \$0.1589 | \$0.1383 | \$0.2405 |
| 6            | \$0.7081      |          | \$0.6503 | \$0.4594 | \$0.4495 | \$0.2789 | \$0.2405 | \$0.1700 |

Minimum Rates 2/  
 -----

| RECEIPT ZONE | DELIVERY ZONE |          |          |          |          |          |          |          |
|--------------|---------------|----------|----------|----------|----------|----------|----------|----------|
|              | 0             | L        | 1        | 2        | 3        | 4        | 5        | 6        |
| 0            | \$0.0026      |          | \$0.0096 | \$0.0161 | \$0.0191 | \$0.0233 | \$0.0268 | \$0.0326 |
| L            |               | \$0.0034 |          |          |          |          |          |          |
| 1            | \$0.0096      |          | \$0.0067 | \$0.0129 | \$0.0159 | \$0.0202 | \$0.0236 | \$0.0294 |
| 2            | \$0.0161      |          | \$0.0129 | \$0.0024 | \$0.0054 | \$0.0100 | \$0.0131 | \$0.0189 |
| 3            | \$0.0191      |          | \$0.0159 | \$0.0054 | \$0.0004 | \$0.0095 | \$0.0126 | \$0.0184 |
| 4            | \$0.0237      |          | \$0.0205 | \$0.0100 | \$0.0095 | \$0.0015 | \$0.0032 | \$0.0090 |
| 5            | \$0.0268      |          | \$0.0236 | \$0.0131 | \$0.0126 | \$0.0032 | \$0.0022 | \$0.0069 |
| 6            | \$0.0326      |          | \$0.0294 | \$0.0189 | \$0.0184 | \$0.0090 | \$0.0069 | \$0.0031 |

Notes:

- 1/ The IT rate for each zone will be the respective 100% load factor equivalent of the maximum FT-A demand and commodity rates.
- 2/ The applicable fuel retention percentages are listed on Sheet No. 29, provided that for service rendered solely by displacement, shipper shall render only the quantity of gas associated with losses of .5%.
- 3/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2010 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995

and February 20, 1996.

4/ Maximum Rates are inclusive of base rates and above surcharges.

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Fortieth Revised Sheet No. 22A** Fortieth Revised Sheet No. 22A  
 Superseding: Thirty-Ninth Revised Sheet No. 22A

RATES PER DEKATHERM

RATE SCHEDULE IT-X INTERRUPTIBLE TRANSPORTATION SERVICE

| Base Rates 1/, 2/<br>----- | RECEIPT |          | DELIVERY ZONE |          |          |          |          |          |   |
|----------------------------|---------|----------|---------------|----------|----------|----------|----------|----------|---|
|                            | ZONE    | 0        | L             | 1        | 2        | 3        | 4        | 5        | 6 |
| \$0.7062                   | 0       | \$0.1458 |               | \$0.2790 | \$0.3859 | \$0.4440 | \$0.5136 | \$0.5863 |   |
|                            | L       |          | \$0.1177      |          |          |          |          |          |   |
| \$0.6484                   | 1       | \$0.2859 |               | \$0.2190 | \$0.3281 | \$0.3859 | \$0.4555 | \$0.5282 |   |
| \$0.4575                   | 2       | \$0.3859 |               | \$0.3281 | \$0.1373 | \$0.1950 | \$0.2759 | \$0.3377 |   |
| \$0.4476                   | 3       | \$0.4440 |               | \$0.3859 | \$0.1950 | \$0.1040 | \$0.2662 | \$0.3277 |   |
| \$0.2770                   | 4       | \$0.5248 |               | \$0.4668 | \$0.2759 | \$0.2662 | \$0.1292 | \$0.1570 |   |
| \$0.2386                   | 5       | \$0.5863 |               | \$0.5282 | \$0.3377 | \$0.3277 | \$0.1570 | \$0.1364 |   |
| \$0.1681                   | 6       | \$0.7062 |               | \$0.6484 | \$0.4575 | \$0.4476 | \$0.2770 | \$0.2386 |   |

| Surcharges<br>-----            | RECEIPT |          | DELIVERY ZONE |          |          |          |          |          |   |
|--------------------------------|---------|----------|---------------|----------|----------|----------|----------|----------|---|
|                                | ZONE    | 0        | L             | 1        | 2        | 3        | 4        | 5        | 6 |
| PCB Adjustment: 3/<br>\$0.0000 | 0       | \$0.0000 |               | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
|                                | L       |          | \$0.0000      |          |          |          |          |          |   |
| \$0.0000                       | 1       | \$0.0000 |               | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
| \$0.0000                       | 2       | \$0.0000 |               | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
| \$0.0000                       | 3       | \$0.0000 |               | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
| \$0.0000                       | 4       | \$0.0000 |               | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
| \$0.0000                       | 5       | \$0.0000 |               | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |
| \$0.0000                       | 6       | \$0.0000 |               | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |   |

Annual Charge Adjustment (ACA): \$0.0019

| Maximum Rates<br>1/, 2/, 4/<br>----- | RECEIPT |          | DELIVERY ZONE |          |          |          |          |          |   |
|--------------------------------------|---------|----------|---------------|----------|----------|----------|----------|----------|---|
|                                      | ZONE    | 0        | L             | 1        | 2        | 3        | 4        | 5        | 6 |
| \$0.7081                             | 0       | \$0.1477 |               | \$0.2809 | \$0.3878 | \$0.4459 | \$0.5155 | \$0.5882 |   |
|                                      | L       |          | \$0.1196      |          |          |          |          |          |   |
| \$0.6503                             | 1       | \$0.2878 |               | \$0.2209 | \$0.3300 | \$0.3878 | \$0.4574 | \$0.5301 |   |
| \$0.4594                             | 2       | \$0.3878 |               | \$0.3300 | \$0.1392 | \$0.1969 | \$0.2778 | \$0.3396 |   |
| \$0.4495                             | 3       | \$0.4459 |               | \$0.3878 | \$0.1969 | \$0.1059 | \$0.2681 | \$0.3296 |   |
| \$0.2789                             | 4       | \$0.5267 |               | \$0.4687 | \$0.2778 | \$0.2681 | \$0.1311 | \$0.1589 |   |
| \$0.2405                             | 5       | \$0.5882 |               | \$0.5301 | \$0.3396 | \$0.3296 | \$0.1589 | \$0.1383 |   |



Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Seventeenth Revised Sheet No. 22.01** Seventeenth Revised Sheet No. 22.01  
 Superseding: Sixteenth Revised Sheet No. 22.01

INTERRUPTIBLE TRANSPORTATION RATES (IT)  
 INCREMENTAL LATERAL CHARGES  
 =====

|                           | Base-----<br>Tariff<br>Rate | \$/Dth -----<br>PCB<br>Adj. 1/ | Total<br>Rate 2/ |
|---------------------------|-----------------------------|--------------------------------|------------------|
| Tewksbury-Andover Lateral |                             |                                |                  |
| Commodity Charge:         |                             |                                |                  |
| Maximum                   | \$0.1778                    | \$0.0000                       | \$0.1778         |
| Minimum                   | \$0.0000                    | \$0.0000                       | \$0.0000         |
| Fuel and Losses           |                             |                                | 0.00%            |

Notes:

- 1/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2010 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996.
- 2/ For transportation provided solely through an applicable Incremental Lateral, the maximum commodity rate shall include the applicable ACA of \$0.0019.

Effective Date: 07/01/2008 Status: Effective  
 FERC Docket: RP91-203-075

**Twenty-Sixth Revised Sheet No. 23** Twenty-Sixth Revised Sheet No. 23 Superseding: Twenty-Fifth Revised Sheet No. 23 RATES PER DEKATHERM FIRM  
 TRANSPORTATION RATES RATE SCHEDULE FOR FT-A Base

| Reservation Rates |               |         |            |        |         |         |         |         |                         |               |
|-------------------|---------------|---------|------------|--------|---------|---------|---------|---------|-------------------------|---------------|
| RECEIPT           | DELIVERY ZONE |         |            |        |         |         |         |         |                         |               |
| ZONE              | 0             | L       | 1          | 2      | 3       | 4       | 5       | 6       |                         |               |
| 0                 | \$3.10        |         | \$6.45     | \$9.06 | \$10.53 | \$12.22 | \$14.09 | \$16.59 |                         |               |
| L                 |               | \$2.71  |            |        |         |         | 1       | \$6.66  | \$4.92 \$7.62 \$9.08    |               |
| \$10.77           | \$12.64       | \$15.15 |            |        |         |         | 2       | \$9.06  | \$7.62 \$2.86 \$4.32    |               |
| \$6.32            | \$7.89        | \$10.39 |            |        |         |         | 3       | \$10.53 | \$9.08 \$4.32 \$2.05    |               |
| \$6.08            | \$7.64        | \$10.14 |            |        |         |         | 4       | \$12.53 | \$11.08 \$6.32 \$6.08   |               |
| \$2.71            | \$3.38        | \$5.89  |            |        |         |         | 5       | \$14.09 | \$12.64 \$7.89 \$7.64   |               |
| \$3.38            | \$2.85        | \$4.93  |            |        |         |         | 6       | \$16.59 | \$15.15 \$10.39 \$10.14 |               |
| \$5.89            | \$4.93        | \$3.16  | Surcharges |        |         |         |         |         |                         | DELIVERY ZONE |

| RECEIPT            | DELIVERY ZONE |        |        |        |        |        |        |        |                              |
|--------------------|---------------|--------|--------|--------|--------|--------|--------|--------|------------------------------|
| ZONE               | 0             | L      | 1      | 2      | 3      | 4      | 5      | 6      |                              |
| PCB Adjustment: 1/ | 0             |        | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00                       |
|                    |               | L      | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 1                            |
| \$0.00             | \$0.00        | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 2                            |
| \$0.00             | \$0.00        | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3                            |
| \$0.00             | \$0.00        | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 4                            |
| \$0.00             | \$0.00        | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 5                            |
| \$0.00             | \$0.00        | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6                            |
|                    |               |        |        |        |        |        |        |        | Maximum Reservation Rates 2/ |

| DELIVERY ZONE | RECEIPT |  |        |         |         |         |         |         |                         | ZONE    |
|---------------|---------|--|--------|---------|---------|---------|---------|---------|-------------------------|---------|
| 0             | L       | 1  | 2      | 3       | 4       | 5       | 6       |         |                         | 0       |
| \$3.10        |         | \$6.45   | \$9.06 | \$10.53 | \$12.22 | \$14.09 | \$16.59 |         |                         | L       |
|               | \$2.71  |  |        |         |         |         | 1       | \$6.66  | \$4.92 \$7.62 \$9.08    | \$10.77 |
| \$12.64       | \$15.15 |  |        |         |         |         | 2       | \$9.06  | \$7.62 \$2.86 \$4.32    | \$6.32  |
| \$7.89        | \$10.39 |  |        |         |         |         | 3       | \$10.53 | \$9.08 \$4.32 \$2.05    | \$6.08  |
| \$7.64        | \$10.14 |  |        |         |         |         | 4       | \$12.53 | \$11.08 \$6.32 \$6.08   | \$2.71  |
| \$3.38        | \$5.89  |  |        |         |         |         | 5       | \$14.09 | \$12.64 \$7.89 \$7.64   | \$3.38  |
| \$2.85        | \$4.93  |  |        |         |         |         | 6       | \$16.59 | \$15.15 \$10.39 \$10.14 | \$5.89  |
| \$4.93        | \$3.16  | Minimum Base Reservation Rates The minimum FT-A Reservation Rate is \$0.00 per Dth |        |         |         |         |         |         |                         |         |

Notes: 1/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2010 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996. 2/ Maximum rates are inclusive of base rates and above surcharges.

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Twenty-First Revised Sheet No. 23A** Twenty-First Revised Sheet No. 23A  
 Superseding: Twentieth Revised Sheet No. 23A

RATES PER DEKATHERM

COMMODITY RATES  
 RATE SCHEDULE FOR FT-A

| Base Commodity Rates<br>----- | RECEIPT |          |          | DELIVERY ZONE |          |          |          |          |   |
|-------------------------------|---------|----------|----------|---------------|----------|----------|----------|----------|---|
|                               | ZONE    | 0        | L        | 1             | 2        | 3        | 4        | 5        | 6 |
| \$0.1608                      | 0       | \$0.0439 |          | \$0.0669      | \$0.0880 | \$0.0978 | \$0.1118 | \$0.1231 |   |
|                               | L       |          | \$0.0286 |               |          |          |          |          |   |
| \$0.1503                      | 1       | \$0.0669 |          | \$0.0572      | \$0.0776 | \$0.0874 | \$0.1014 | \$0.1126 |   |
| \$0.1159                      | 2       | \$0.0880 |          | \$0.0776      | \$0.0433 | \$0.0530 | \$0.0681 | \$0.0783 |   |
| \$0.1142                      | 3       | \$0.0978 |          | \$0.0874      | \$0.0530 | \$0.0366 | \$0.0663 | \$0.0765 |   |
| \$0.0834                      | 4       | \$0.1129 |          | \$0.1025      | \$0.0681 | \$0.0663 | \$0.0401 | \$0.0459 |   |
| \$0.0765                      | 5       | \$0.1231 |          | \$0.1126      | \$0.0783 | \$0.0765 | \$0.0459 | \$0.0427 |   |
| \$0.0642                      | 6       | \$0.1608 |          | \$0.1503      | \$0.1159 | \$0.1142 | \$0.0834 | \$0.0765 |   |

| Minimum Commodity Rates 2/<br>----- | RECEIPT |          |          | DELIVERY ZONE |          |          |          |          |   |
|-------------------------------------|---------|----------|----------|---------------|----------|----------|----------|----------|---|
|                                     | ZONE    | 0        | L        | 1             | 2        | 3        | 4        | 5        | 6 |
| \$0.0326                            | 0       | \$0.0026 |          | \$0.0096      | \$0.0161 | \$0.0191 | \$0.0233 | \$0.0268 |   |
|                                     | L       |          | \$0.0034 |               |          |          |          |          |   |
| \$0.0294                            | 1       | \$0.0096 |          | \$0.0067      | \$0.0129 | \$0.0159 | \$0.0202 | \$0.0236 |   |
| \$0.0189                            | 2       | \$0.0161 |          | \$0.0129      | \$0.0024 | \$0.0054 | \$0.0100 | \$0.0131 |   |
| \$0.0184                            | 3       | \$0.0191 |          | \$0.0159      | \$0.0054 | \$0.0004 | \$0.0095 | \$0.0126 |   |
| \$0.0090                            | 4       | \$0.0237 |          | \$0.0205      | \$0.0100 | \$0.0095 | \$0.0015 | \$0.0032 |   |
| \$0.0069                            | 5       | \$0.0268 |          | \$0.0236      | \$0.0131 | \$0.0126 | \$0.0032 | \$0.0022 |   |
| \$0.0031                            | 6       | \$0.0326 |          | \$0.0294      | \$0.0189 | \$0.0184 | \$0.0090 | \$0.0069 |   |

| Maximum Commodity Rates 1/, 2/<br>----- | RECEIPT |          |          | DELIVERY ZONE |          |          |          |          |   |
|---|---------|----------|----------|---------------|----------|----------|----------|----------|---|
|   | ZONE    | 0        | L        | 1             | 2        | 3        | 4        | 5        | 6 |
| \$0.1627                                | 0       | \$0.0458 |          | \$0.0688      | \$0.0899 | \$0.0997 | \$0.1137 | \$0.1250 |   |
|   | L       |          | \$0.0305 |               |          |          |          |          |   |
| \$0.1522                                | 1       | \$0.0688 |          | \$0.0591      | \$0.0795 | \$0.0893 | \$0.1033 | \$0.1145 |   |
| \$0.1178                                | 2       | \$0.0899 |          | \$0.0795      | \$0.0452 | \$0.0549 | \$0.0700 | \$0.0802 |   |

|          |   |          |          |          |          |          |          |
|----------|---|----------|----------|----------|----------|----------|----------|
| \$0.1161 | 3 | \$0.0997 | \$0.0893 | \$0.0549 | \$0.0385 | \$0.0682 | \$0.0784 |
| \$0.0853 | 4 | \$0.1148 | \$0.1044 | \$0.0700 | \$0.0682 | \$0.0420 | \$0.0478 |
| \$0.0784 | 5 | \$0.1250 | \$0.1145 | \$0.0802 | \$0.0784 | \$0.0478 | \$0.0446 |
| \$0.0661 | 6 | \$0.1627 | \$0.1522 | \$0.1178 | \$0.1161 | \$0.0853 | \$0.0784 |

Notes:

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- 1/ The above maximum rates include a per Dth charge for:  
(ACA) Annual Charge Adjustment \$0.0019
  
- 2/ The applicable fuel retention percentages are listed on Sheet No. 29, provided that for service rendered solely by displacement, shipper shall render only the quantity of gas associated with losses of .5%.



Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Nineteenth Revised Sheet No. 23C** Nineteenth Revised Sheet No. 23C  
 Superseding: Eighteenth Revised Sheet No. 23C

RATES PER DEKATHERM

COMMODITY RATES  
 RATE SCHEDULE FOR FT-G

Base Commodity Rate

| RECEIPT ZONE | DELIVERY ZONE |          |          |          |          |          |          |          |
|--------------|---------------|----------|----------|----------|----------|----------|----------|----------|
|              | 0             | L        | 1        | 2        | 3        | 4        | 5        | 6        |
| 0            | \$0.0439      |          | \$0.0669 | \$0.0880 | \$0.0978 | \$0.1118 | \$0.1231 | \$0.1608 |
| L            |               | \$0.0286 |          |          |          |          |          |          |
| 1            | \$0.0669      |          | \$0.0572 | \$0.0776 | \$0.0874 | \$0.1014 | \$0.1126 | \$0.1503 |
| 2            | \$0.0880      |          | \$0.0776 | \$0.0433 | \$0.0530 | \$0.0681 | \$0.0783 | \$0.1159 |
| 3            | \$0.0978      |          | \$0.0874 | \$0.0530 | \$0.0366 | \$0.0663 | \$0.0765 | \$0.1142 |
| 4            | \$0.1129      |          | \$0.1025 | \$0.0681 | \$0.0663 | \$0.0401 | \$0.0459 | \$0.0834 |
| 5            | \$0.1231      |          | \$0.1126 | \$0.0783 | \$0.0765 | \$0.0459 | \$0.0427 | \$0.0765 |
| 6            | \$0.1608      |          | \$0.1503 | \$0.1159 | \$0.1142 | \$0.0834 | \$0.0765 | \$0.0642 |

Minimum Commodity Rates 2/

| RECEIPT ZONE | DELIVERY ZONE |          |          |          |          |          |          |          |
|--------------|---------------|----------|----------|----------|----------|----------|----------|----------|
|              | 0             | L        | 1        | 2        | 3        | 4        | 5        | 6        |
| 0            | \$0.0026      |          | \$0.0096 | \$0.0161 | \$0.0191 | \$0.0233 | \$0.0268 | \$0.0326 |
| L            |               | \$0.0034 |          |          |          |          |          |          |
| 1            | \$0.0096      |          | \$0.0067 | \$0.0129 | \$0.0159 | \$0.0202 | \$0.0236 | \$0.0294 |
| 2            | \$0.0161      |          | \$0.0129 | \$0.0024 | \$0.0054 | \$0.0100 | \$0.0131 | \$0.0189 |
| 3            | \$0.0191      |          | \$0.0159 | \$0.0054 | \$0.0004 | \$0.0095 | \$0.0126 | \$0.0184 |
| 4            | \$0.0237      |          | \$0.0205 | \$0.0100 | \$0.0095 | \$0.0015 | \$0.0032 | \$0.0090 |
| 5            | \$0.0268      |          | \$0.0236 | \$0.0131 | \$0.0126 | \$0.0032 | \$0.0022 | \$0.0069 |
| 6            | \$0.0326      |          | \$0.0294 | \$0.0189 | \$0.0184 | \$0.0090 | \$0.0069 | \$0.0031 |

Maximum Commodity Rates 1/, 2/

| RECEIPT ZONE | DELIVERY ZONE |          |          |          |          |          |          |          |
|--------------|---------------|----------|----------|----------|----------|----------|----------|----------|
|              | 0             | L        | 1        | 2        | 3        | 4        | 5        | 6        |
| 0            | \$0.0458      |          | \$0.0688 | \$0.0889 | \$0.0997 | \$0.1137 | \$0.1250 | \$0.1627 |
| L            |               | \$0.0305 |          |          |          |          |          |          |
| 1            | \$0.0688      |          | \$0.0591 | \$0.0795 | \$0.0893 | \$0.1033 | \$0.1145 | \$0.1522 |
| 2            | \$0.0899      |          | \$0.0795 | \$0.0452 | \$0.0549 | \$0.0700 | \$0.0802 | \$0.1178 |
| 3            | \$0.0997      |          | \$0.0893 | \$0.0549 | \$0.0385 | \$0.0682 | \$0.0784 | \$0.1161 |
| 4            | \$0.1148      |          | \$0.1044 | \$0.0700 | \$0.0682 | \$0.0420 | \$0.0478 | \$0.0853 |
| 5            | \$0.1250      |          | \$0.1145 | \$0.0802 | \$0.0784 | \$0.0478 | \$0.0446 | \$0.0784 |
| 6            | \$0.1627      |          | \$0.1522 | \$0.1178 | \$0.1161 | \$0.0853 | \$0.0784 | \$0.0661 |

Notes:

- 1/ The above maximum rates include a per Dth charge for:  
 (ACA) Annual Charge Adjustment \$0.0019
- 2/ The applicable fuel retention percentages are listed on Sheet No. 29, provided that for service rendered solely by displacement, shipper shall render only the quantity of gas associated with losses of .5%.

Effective Date: 07/01/2008 Status: Effective  
 FERC Docket: RP91-203-075

**Eleventh Revised Sheet No. 23D** Eleventh Revised Sheet No. 23D Superseding: Tenth Revised Sheet No. 23D  
 RATES PER DEKATHERM FIRM TRANSPORTATION RATES

| RATE SCHEDULE FOR FT-BH |        |        |        |        |                              |        |         |        |                    | Base Reservation Rates |        | ZONE   |
|-------------------------|--------|--------|--------|--------|------------------------------|--------|---------|--------|--------------------|------------------------|--------|--------|
| DELIVERY ZONE           |        |        |        |        |                              |        | RECEIPT |        |                    |                        |        | ZONE   |
| 0                       | L      | 1      | 2      | 3      | 4                            | 5      | 6       |        |                    |                        |        | ZONE   |
| \$1.56                  |        |        |        |        | L                            |        | \$1.36  |        |                    |                        |        | 0      |
| \$3.34                  |        | \$2.46 |        |        |                              |        |         | \$4.54 | \$3.82             | \$1.44                 |        | 1      |
|                         | \$6.28 |        | \$5.55 | \$3.17 |                              | \$4.55 | \$2.17  | \$1.03 |                    |                        |        | 4      |
|                         | \$6.34 | \$3.95 |        | \$1.69 | \$1.43                       |        |         |        | 6                  | \$8.32                 | \$7.07 | \$7.59 |
| \$5.21                  |        | \$2.95 | \$2.47 | \$1.59 | Surcharges                   |        |         |        |                    |                        |        |        |
| DELIVERY ZONE           |        |        |        |        |                              |        | RECEIPT |        |                    |                        |        | ZONE   |
| 0                       | L      | 1      | 2      | 3      | 4                            | 5      | 6       |        |                    |                        |        | ZONE   |
| \$0.00                  |        |        |        |        | L                            |        | \$0.00  |        | PCB Adjustment: 1/ |                        |        | 0      |
| \$0.00                  |        | \$0.00 |        |        |                              |        |         | \$0.00 | \$0.00             | \$0.00                 |        | 1      |
|                         | \$0.00 |        | \$0.00 | \$0.00 |                              | \$0.00 | \$0.00  | \$0.00 |                    |                        |        | 4      |
|                         | \$0.00 | \$0.00 | \$0.00 | \$0.00 |                              | \$0.00 |         |        | 6                  | \$0.00                 | \$0.00 | \$0.00 |
| \$0.00                  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | Maximum Reservation Rates 2/ |        |         |        |                    |                        |        |        |
| DELIVERY ZONE           |        |        |        |        |                              |        | RECEIPT |        |                    |                        |        | ZONE   |
| 0                       | L      | 1      | 2      | 3      | 4                            | 5      | 6       |        |                    |                        |        | ZONE   |
| \$1.56                  |        |        |        |        | L                            |        | \$1.36  |        |                    |                        |        | 0      |
| \$3.34                  |        | \$2.46 |        |        |                              |        |         | \$4.54 | \$3.82             | \$1.44                 |        | 1      |
|                         | \$6.28 |        | \$5.55 | \$3.17 |                              | \$4.55 | \$2.17  | \$1.03 |                    |                        |        | 4      |
|                         | \$6.34 | \$3.95 |        | \$1.69 | \$1.43                       |        |         |        | 6                  | \$8.32                 | \$7.07 | \$7.59 |

Notes: 1/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2010 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996. 2/ Maximum rates are inclusive of base rates and above surcharges.

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Fourteenth Revised Sheet No. 23E** Fourteenth Revised Sheet No. 23E  
 Superseding: Thirteenth Revised Sheet No. 23E

RATES PER DEKATHERM

COMMODITY RATES  
 RATE SCHEDULE FOR FT-BH

Base Commodity Rates

| RECEIPT ZONE | DELIVERY ZONE |          |          |          |          |          |          |          |
|--------------|---------------|----------|----------|----------|----------|----------|----------|----------|
|              | 0             | L        | 1        | 2        | 3        | 4        | 5        | 6        |
| 0            | \$0.0695      |          |          |          |          |          |          |          |
| L            |               | \$0.0509 |          |          |          |          |          |          |
| 1            | \$0.1217      |          | \$0.0976 |          |          |          |          |          |
| 2            | \$0.1627      |          | \$0.1403 | \$0.0669 |          |          |          |          |
| 3            | \$0.1846      |          | \$0.1621 | \$0.0886 | \$0.0535 |          |          |          |
| 4            | \$0.2161      |          | \$0.1938 | \$0.1202 |          | \$0.0624 |          |          |
| 5            | \$0.2393      |          | \$0.2168 | \$0.1432 |          | \$0.0737 | \$0.0661 |          |
| 6            | \$0.2977      |          | \$0.2753 | \$0.2017 |          | \$0.1320 | \$0.1172 | \$0.0904 |

Minimum Commodity Rates 2/

| RECEIPT ZONE | DELIVERY ZONE |          |          |          |          |          |          |          |
|--------------|---------------|----------|----------|----------|----------|----------|----------|----------|
|              | 0             | L        | 1        | 2        | 3        | 4        | 5        | 6        |
| 0            | \$0.0026      |          |          |          |          |          |          |          |
| L            |               | \$0.0034 |          |          |          |          |          |          |
| 1            | \$0.0096      |          | \$0.0067 |          |          |          |          |          |
| 2            | \$0.0161      |          | \$0.0129 | \$0.0024 |          |          |          |          |
| 3            | \$0.0191      |          | \$0.0159 | \$0.0054 | \$0.0004 |          |          |          |
| 4            | \$0.0237      |          | \$0.0205 | \$0.0100 |          | \$0.0015 |          |          |
| 5            | \$0.0268      |          | \$0.0236 | \$0.0131 |          | \$0.0032 | \$0.0022 |          |
| 6            | \$0.0326      |          | \$0.0294 | \$0.0189 |          | \$0.0090 | \$0.0069 | \$0.0031 |

Maximum Commodity Rates 1/, 2/

| RECEIPT ZONE | DELIVERY ZONE |          |          |          |          |          |          |          |
|--------------|---------------|----------|----------|----------|----------|----------|----------|----------|
|              | 0             | L        | 1        | 2        | 3        | 4        | 5        | 6        |
| 0            | \$0.0714      |          |          |          |          |          |          |          |
| L            |               | \$0.0528 |          |          |          |          |          |          |
| 1            | \$0.1236      |          | \$0.0995 |          |          |          |          |          |
| 2            | \$0.1646      |          | \$0.1422 | \$0.0686 |          |          |          |          |
| 3            | \$0.1865      |          | \$0.1640 | \$0.0905 | \$0.0554 |          |          |          |
| 4            | \$0.2180      |          | \$0.1957 | \$0.1221 |          | \$0.0643 |          |          |
| 5            | \$0.2412      |          | \$0.2187 | \$0.1451 |          | \$0.0756 | \$0.0680 |          |
| 6            | \$0.2996      |          | \$0.2772 | \$0.2036 |          | \$0.1339 | \$0.1191 | \$0.0923 |

Notes:

1/ The above maximum rates include a per Dth charge for:  
 (ACA) Annual Charge Adjustment \$0.0019

2/ The applicable fuel retention percentages are listed on Sheet No. 29, provided that for service rendered solely by displacement, shipper shall render only the quantity of gas associated with losses of .5%.

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Nineteenth Revised Sheet No. 23F** Nineteenth Revised Sheet No. 23F  
 Superseding: Eighteenth Revised Sheet No. 23F

RATE SCHEDULE FT-IL  
 FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE  
 =====

|                            | Base-----<br>Tariff<br>Rate | PCB<br>Adj. 2/ | \$/Dth -----<br>ACA<br>Adj. | -----<br>Total<br>Rate |
|----------------------------|-----------------------------|----------------|-----------------------------|------------------------|
| Tewksbury-Andover Lateral  |                             |                |                             |                        |
| Reservation Charge:        |                             |                |                             |                        |
| Maximum                    | \$5.4067                    | \$0.0000       | -                           | \$5.4067 1/            |
| Minimum                    | \$0.0000                    | \$0.0000       | -                           | \$0.0000               |
| Commodity Charge:          |                             |                |                             |                        |
| Maximum                    | \$0.0000                    | -              | \$0.0019                    | \$0.0019 3/            |
| Minimum                    | \$0.0000                    | -              | \$0.0019                    | \$0.0019               |
| Authorized Overrun Charge: |                             |                |                             |                        |
| Maximum                    | \$0.1778                    | -              | \$0.0019                    | \$0.1797               |
| Minimum                    | \$0.0000                    | -              | \$0.0019                    | \$0.0019               |
| Fuel and Losses            |                             |                |                             | 0.00%                  |

Notes:

- 1/ For transportation provided solely through an applicable Incremental Lateral, the maximum Reservation Charge shall include the PCB Surcharge Adjustment.
- 2/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2010 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996.
- 3/ For transportation provided solely through an applicable Incremental Lateral, the maximum Commodity Charge shall include the ACA charge.

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Sixteenth Revised Sheet No. 23G** Sixteenth Revised Sheet No. 23G  
 Superseding: Fifteenth Revised Sheet No. 23G

RATE SCHEDULE FT-A  
 FIRM TRANSPORTATION RATES

=====

Recourse Rates Applicable to Shippers Utilizing Capacity  
 Pursuant to Incremental Capacity Expansions

|  | Base----- |          | \$/Dth ----- |           |
|--|-----------|----------|--------------|-----------|
|  | Tariff    | PCB      | ACA          | Total     |
|  | Rate      | Adj. 1/  | Adj.         | Rate      |
|  | -----     | -----    | -----        | -----     |
| CP00-65 300 Line Expansion                                   |           |          |              |           |
| Reservation Charge:  |           |          |              |           |
| Maximum  | \$8.4882  | \$0.0000 | -            | \$8.4882  |
| Minimum  | \$0.0000  | \$0.0000 | -            | \$0.0000  |
| Commodity Charge:  |           |          |              |           |
| Maximum  | \$0.0000  | -        | \$0.0019     | \$0.0019  |
| Minimum  | \$0.0000  | -        | \$0.0019     | \$0.0019  |
| Fuel and Losses  |           |          |              | 2/        |
| CP05-355 Northeast ConneXion - New York/New Jersey Expansion |           |          |              |           |
| Reservation Charge:  |           |          |              |           |
| Maximum  | \$14.9300 | \$0.0000 | -            | \$14.9300 |
| Minimum  | \$0.0000  | \$0.0000 | -            | \$0.0000  |
| Commodity Charge:  |           |          |              |           |
| Maximum  | \$0.0000  | -        | \$0.0019     | \$0.0019  |
| Minimum  | \$0.0000  | -        | \$0.0019     | \$0.0019  |
| Fuel and Losses  |           |          |              | 2/        |
| CP05-412 Northeast ConneXion - New England Expansion         |           |          |              |           |
| Reservation Charge:  |           |          |              |           |
| Maximum  | \$34.8361 | \$0.0000 | -            | \$34.8361 |
| Minimum  | \$0.0000  | \$0.0000 | -            | \$0.0000  |
| Commodity Charge:  |           |          |              |           |
| Maximum  | \$0.0000  | -        | \$0.0019     | \$0.0019  |
| Minimum  | \$0.0000  | -        | \$0.0019     | \$0.0019  |
| Fuel and Losses  |           |          |              | 2/        |

Notes:

- 1/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2010 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996.
- 2/ Applicable FT-A fuel and losses.

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Tenth Revised Sheet No. 23A.01** Tenth Revised Sheet No. 23A.01  
 Superseding: Ninth Revised Sheet No. 23A.01

RATES PER DEKATHERM

AUTHORIZED OVERRUN RATES  
 FOR RATE SCHEDULE FT-A

| Maximum<br>Commodity Rates 1/<br>----- | RECEIPT |          | DELIVERY ZONE |          |          |          |          |          |   |
|--|---------|----------|---------------|----------|----------|----------|----------|----------|---|
|  | ZONE    | 0        | L             | 1        | 2        | 3        | 4        | 5        | 6 |
| \$0.7081                               | 0       | \$0.1477 |               | \$0.2809 | \$0.3878 | \$0.4459 | \$0.5155 | \$0.5882 |   |
|  | L       |          | \$0.1196      |          |          |          |          |          |   |
| \$0.6503                               | 1       | \$0.2878 |               | \$0.2209 | \$0.3300 | \$0.3878 | \$0.4574 | \$0.5301 |   |
| \$0.4594                               | 2       | \$0.3878 |               | \$0.3300 | \$0.1392 | \$0.1969 | \$0.2778 | \$0.3396 |   |
| \$0.4495                               | 3       | \$0.4459 |               | \$0.3878 | \$0.1969 | \$0.1059 | \$0.2681 | \$0.3296 |   |
| \$0.2789                               | 4       | \$0.5267 |               | \$0.4687 | \$0.2778 | \$0.2681 | \$0.1311 | \$0.1589 |   |
| \$0.2405                               | 5       | \$0.5882 |               | \$0.5301 | \$0.3396 | \$0.3296 | \$0.1589 | \$0.1383 |   |
| \$0.1700                               | 6       | \$0.7081 |               | \$0.6503 | \$0.4594 | \$0.4495 | \$0.2789 | \$0.2405 |   |

Notes:

1/ The above maximum rates include a per Dth charge for:  
 (ACA) Annual Charge Adjustment \$0.0019

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Tenth Revised Sheet No. 23C.01** Tenth Revised Sheet No. 23C.01  
 Superseding: Ninth Revised Sheet No. 23C.01

RATES PER DEKATHERM

AUTHORIZED OVERRUN RATES  
 FOR RATE SCHEDULE FT-G

| Maximum<br>Commodity Rates 1/<br>----- | RECEIPT |          | DELIVERY ZONE |          |          |          |          |          |   |
|--|---------|----------|---------------|----------|----------|----------|----------|----------|---|
|  | ZONE    | 0        | L             | 1        | 2        | 3        | 4        | 5        | 6 |
| \$0.7081                               | 0       | \$0.1477 |               | \$0.2809 | \$0.3878 | \$0.4459 | \$0.5155 | \$0.5882 |   |
|  | L       |          | \$0.1196      |          |          |          |          |          |   |
| \$0.6503                               | 1       | \$0.2878 |               | \$0.2209 | \$0.3300 | \$0.3878 | \$0.4574 | \$0.5301 |   |
| \$0.4594                               | 2       | \$0.3878 |               | \$0.3300 | \$0.1392 | \$0.1969 | \$0.2778 | \$0.3396 |   |
| \$0.4495                               | 3       | \$0.4459 |               | \$0.3878 | \$0.1969 | \$0.1059 | \$0.2681 | \$0.3296 |   |
| \$0.2789                               | 4       | \$0.5267 |               | \$0.4687 | \$0.2778 | \$0.2681 | \$0.1311 | \$0.1589 |   |
| \$0.2405                               | 5       | \$0.5882 |               | \$0.5301 | \$0.3396 | \$0.3296 | \$0.1589 | \$0.1383 |   |
| \$0.1700                               | 6       | \$0.7081 |               | \$0.6503 | \$0.4594 | \$0.4495 | \$0.2789 | \$0.2405 |   |

Notes:

1/ The above maximum rates include a per Dth charge for:  
 (ACA) Annual Charge Adjustment \$0.0019

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Tenth Revised Sheet No. 23E.01** Tenth Revised Sheet No. 23E.01  
 Superseding: Ninth Revised Sheet No. 23E.01

RATES PER DEKATHERM

AUTHORIZED OVERRUN RATES FOR  
 RATE SCHEDULE FT-BH

| Maximum<br>Commodity Rates 1/<br>----- | RECEIPT |          |          |          |          |          |          |          |   |  |
|--|---------|----------|----------|----------|----------|----------|----------|----------|---|--|
|  | ZONE    | 0        | L        | 1        | 2        | 3        | 4        | 5        | 6 |  |
|  | 0       | \$0.1227 |          |          |          |          |          |          |   |  |
|  | L       |          | \$0.0975 |          |          |          |          |          |   |  |
|  | 1       | \$0.2334 |          | \$0.1804 |          |          |          |          |   |  |
|  | 2       | \$0.3139 |          | \$0.2678 | \$0.1161 |          |          |          |   |  |
|  | 3       | \$0.3601 |          | \$0.3136 | \$0.1618 | \$0.0893 |          |          |   |  |
|  | 4       | \$0.4245 |          | \$0.3782 | \$0.2263 |          | \$0.1090 |          |   |  |
|  | 5       | \$0.4736 |          | \$0.4271 | \$0.2750 |          | \$0.1312 | \$0.1150 |   |  |
| \$0.1446                               | 6       | \$0.5731 |          | \$0.5267 | \$0.3749 |          | \$0.2309 | \$0.2003 |   |  |

Notes:

1/ The above maximum rates include a per Dth charge for:  
 (ACA) Annual Charge Adjustment \$0.0019

Effective Date: 07/01/2005 Status: Effective  
 FERC Docket: RP05-525-000

**Twenty-Third Revised Sheet No. 24** Twenty-Third Revised Sheet No. 24 : Effective  
 Superseding: Twenty-Second Revised Sheet No. 24

RATES PER DEKATHERM

COMPONENTS OF FT-A, FT-G AND IT TRANSPORTATION RATES

| Maximum FT-A/FT-G<br>Reservation Rates<br>6 | RECEIPT<br>ZONE | DELIVERY ZONE |        |         |        |         |         |         |
|---|-----------------|---------------|--------|---------|--------|---------|---------|---------|
|   |                 | 0             | L      | 1       | 2      | 3       | 4       | 5       |
| \$16.18                                     | 0               | \$2.69        |        | \$6.04  | \$8.65 | \$10.12 | \$11.81 | \$13.68 |
|   | L               |               | \$2.30 |         |        |         |         |         |
| \$14.74                                     | 1               | \$6.25        |        | \$4.51  | \$7.21 | \$8.67  | \$10.36 | \$12.23 |
| Transmission                                | 2               | \$8.65        |        | \$7.21  | \$2.45 | \$3.91  | \$5.91  | \$7.48  |
| \$9.98                                      | 3               | \$10.12       |        | \$8.67  | \$3.91 | \$1.64  | \$5.67  | \$7.23  |
| Component                                   | 4               | \$12.12       |        | \$10.67 | \$5.91 | \$5.67  | \$2.30  | \$2.97  |
| \$9.73                                      | 5               | \$13.68       |        | \$12.23 | \$7.48 | \$7.23  | \$2.97  | \$2.44  |
| \$5.48                                      | 6               | \$16.18       |        | \$14.74 | \$9.98 | \$9.73  | \$5.48  | \$4.52  |
| \$4.52                                      |                 |               |        |         |        |         |         |         |
| \$2.75                                      |                 |               |        |         |        |         |         |         |

The Storage Component of the maximum FT-A/FT-G reservation rate, per Dth, is \$0.410

The Gathering Component of the maximum FT-A/FT-G reservation rate, per Dth, is \$0.000

The minimum FT-A/FT-G reservation rate, per Dth, is \$0.000

| Maximum FT-A/FT-G<br>Commodity Rates<br>6 | RECEIPT<br>ZONE | DELIVERY ZONE |          |          |          |          |          |          |
|---|-----------------|---------------|----------|----------|----------|----------|----------|----------|
|   |                 | 0             | L        | 1        | 2        | 3        | 4        | 5        |
| \$0.1605                                  | 0               | \$0.0436      |          | \$0.0666 | \$0.0877 | \$0.0975 | \$0.1115 | \$0.1228 |
|   | L               |               | \$0.0283 |          |          |          |          |          |
| \$0.1500                                  | 1               | \$0.0666      |          | \$0.0569 | \$0.0773 | \$0.0871 | \$0.1011 | \$0.1123 |
| Transmission                              | 2               | \$0.0877      |          | \$0.0773 | \$0.0430 | \$0.0527 | \$0.0678 | \$0.0780 |
| \$0.1156                                  | 3               | \$0.0975      |          | \$0.0871 | \$0.0527 | \$0.0363 | \$0.0660 | \$0.0762 |
| Component                                 | 4               | \$0.1126      |          | \$0.1022 | \$0.0678 | \$0.0660 | \$0.0398 | \$0.0456 |
| \$0.1139                                  | 5               | \$0.1228      |          | \$0.1123 | \$0.0780 | \$0.0762 | \$0.0456 | \$0.0424 |
| \$0.0831                                  | 6               | \$0.1605      |          | \$0.1500 | \$0.1156 | \$0.1139 | \$0.0831 | \$0.0762 |
| \$0.0762                                  |                 |               |          |          |          |          |          |          |
| \$0.0639                                  |                 |               |          |          |          |          |          |          |

The Storage Component of the maximum FT-A/FT-G commodity rate, per Dth, is \$0.0003

The Gathering Component of the maximum FT-A/FT-G commodity rate, per Dth, is \$0.0000

| Maximum IT<br>Commodity Rates<br>6 | RECEIPT<br>ZONE | DELIVERY ZONE |   |          |          |          |          |          |
|------------------------------------|-----------------|---------------|---|----------|----------|----------|----------|----------|
|                                    |                 | 0             | L | 1        | 2        | 3        | 4        | 5        |
|                                    | 0               | \$0.1320      |   | \$0.2652 | \$0.3721 | \$0.4302 | \$0.4998 | \$0.5725 |

|   |   |          |          |          |          |          |          |          |
|---|---|----------|----------|----------|----------|----------|----------|----------|
| \$0.6924  |   |          |          |          |          |          |          |          |
|   | L |          | \$0.1039 |          |          |          |          |          |
|   | 1 | \$0.2721 |          | \$0.2052 | \$0.3143 | \$0.3721 | \$0.4417 | \$0.5144 |
| \$0.6346  |   |          |          |          |          |          |          |          |
| Transmission  | 2 | \$0.3721 |          | \$0.3143 | \$0.1235 | \$0.1812 | \$0.2621 | \$0.3239 |
| \$0.4437  |   |          |          |          |          |          |          |          |
| Component   | 3 | \$0.4302 |          | \$0.3721 | \$0.1812 | \$0.0902 | \$0.2524 | \$0.3139 |
| \$0.4338  |   |          |          |          |          |          |          |          |
|   | 4 | \$0.5110 |          | \$0.4530 | \$0.2621 | \$0.2524 | \$0.1154 | \$0.1432 |
| \$0.2632  |   |          |          |          |          |          |          |          |
|   | 5 | \$0.5725 |          | \$0.5144 | \$0.3239 | \$0.3139 | \$0.1432 | \$0.1226 |
| \$0.2248  |   |          |          |          |          |          |          |          |
|   | 6 | \$0.6924 |          | \$0.6346 | \$0.4437 | \$0.4338 | \$0.2632 | \$0.2248 |
| \$0.1543  |   |          |          |          |          |          |          |          |
| The Storage Component of the maximum IT commodity rate, per Dth, is |   |          |          |          |          |          |          |          |
| \$0.0138  |   |          |          |          |          |          |          |          |
| The Gathering Component of the maximum IT commodity rate per Dth is |   |          |          |          |          |          |          |          |
| \$0.0000  |   |          |          |          |          |          |          |          |

| Minimum IT<br>FT-A/FT-G | RECEIPT |          |          | DELIVERY ZONE |          |          |          |          |
|-------------------------|---------|----------|----------|---------------|----------|----------|----------|----------|
|                         | ZONE    | 0        | L        | 1             | 2        | 3        | 4        | 5        |
| Commodity Rates         |         |          |          |               |          |          |          |          |
| 6                       |         |          |          |               |          |          |          |          |
|                         | 0       | \$0.0023 |          | \$0.0093      | \$0.0158 | \$0.0188 | \$0.0230 | \$0.0265 |
| \$0.0323                |         |          |          |               |          |          |          |          |
|                         | L       |          | \$0.0031 |               |          |          |          |          |
|                         | 1       | \$0.0093 |          | \$0.0064      | \$0.0126 | \$0.0156 | \$0.0199 | \$0.0233 |
| \$0.0291                |         |          |          |               |          |          |          |          |
| Transmission            | 2       | \$0.0158 |          | \$0.0126      | \$0.0021 | \$0.0051 | \$0.0097 | \$0.0128 |
| \$0.0186                |         |          |          |               |          |          |          |          |
| Component               | 3       | \$0.0188 |          | \$0.0156      | \$0.0051 | \$0.0001 | \$0.0092 | \$0.0123 |
| \$0.0181                |         |          |          |               |          |          |          |          |
|                         | 4       | \$0.0234 |          | \$0.0202      | \$0.0097 | \$0.0092 | \$0.0012 | \$0.0029 |
| \$0.0087                |         |          |          |               |          |          |          |          |
|                         | 5       | \$0.0265 |          | \$0.0233      | \$0.0128 | \$0.0123 | \$0.0029 | \$0.0019 |
| \$0.0066                |         |          |          |               |          |          |          |          |
|                         | 6       | \$0.0323 |          | \$0.0291      | \$0.0186 | \$0.0181 | \$0.0087 | \$0.0066 |
| \$0.0028                |         |          |          |               |          |          |          |          |

The Storage Component of the minimum IT/FT-A/FT-G commodity rate, per Dth, is  
\$0.0003  
The Gathering Component of the minimum IT/FT-A/FT-G commodity rate, per Dth, is  
\$0.0000

Effective Date: 08/01/1998 Status: Effective  
 FERC Docket: RP98- 99-000

**Original Sheet No. 24A** Original Sheet No. 24A : Effective

RATES PER DEKATHERM

COMPONENTS OF FT-BH TRANSPORTATION RATES

| Maximum FT-BH<br>Reservation Rates | RECEIPT |        |        | DELIVERY ZONE |        |        |        |        |        |
|------------------------------------|---------|--------|--------|---------------|--------|--------|--------|--------|--------|
|                                    | ZONE    | 0      | L      | 1             | 2      | 3      | 4      | 5      | 6      |
|                                    | 0       | \$1.35 |        |               |        |        |        |        |        |
|                                    | L       |        | \$1.15 |               |        |        |        |        |        |
| Transmission Component             | 1       | \$3.13 |        | \$2.26        |        |        |        |        |        |
|                                    | 2       | \$4.33 |        | \$3.61        | \$1.23 |        |        |        |        |
|                                    | 3       | \$5.07 |        | \$4.34        | \$1.96 | \$0.83 |        |        |        |
|                                    | 4       | \$6.07 |        | \$5.35        | \$2.96 |        | \$1.15 |        |        |
|                                    | 5       | \$6.86 |        | \$6.13        | \$3.75 |        | \$1.49 | \$1.22 |        |
|                                    | 6       | \$8.11 |        | \$7.39        | \$5.00 |        | \$2.75 | \$2.27 | \$1.38 |

The Storage Component of the maximum FT-BH reservation rate, per Dth, is \$0.205  
 The Gathering Component of the maximum FT-BH reservation rate, per Dth, is \$0.000  
 The minimum FT-BH reservation rate, per Dth, is \$0.000

| Maximum FT-BH<br>Commodity Rates | RECEIPT |          |          | DELIVERY ZONE |          |          |          |          |          |
|----------------------------------|---------|----------|----------|---------------|----------|----------|----------|----------|----------|
|                                  | ZONE    | 0        | L        | 1             | 2        | 3        | 4        | 5        | 6        |
|                                  | 0       | \$0.0658 |          |               |          |          |          |          |          |
|                                  | L       |          | \$0.0472 |               |          |          |          |          |          |
| Transmission Component           | 1       | \$0.1180 |          | \$0.0939      |          |          |          |          |          |
|                                  | 2       | \$0.1590 |          | \$0.1366      | \$0.0632 |          |          |          |          |
|                                  | 3       | \$0.1809 |          | \$0.1584      | \$0.0849 | \$0.0498 |          |          |          |
|                                  | 4       | \$0.2124 |          | \$0.1901      | \$0.1165 |          | \$0.0587 |          |          |
|                                  | 5       | \$0.2356 |          | \$0.2131      | \$0.1395 |          | \$0.0700 | \$0.0624 |          |
|                                  | 6       | \$0.2940 |          | \$0.2716      | \$0.1980 |          | \$0.1283 | \$0.1135 | \$0.0867 |

The Storage Component of the maximum FT-BH commodity rate, per Dth, is \$0.0037  
 The Gathering Component of the maximum FT-BH commodity rate, per Dth, is \$0.0000

| Minimum FT-BH<br>Commodity Rates | RECEIPT |          |          | DELIVERY ZONE |          |          |          |          |          |
|----------------------------------|---------|----------|----------|---------------|----------|----------|----------|----------|----------|
|                                  | ZONE    | 0        | L        | 1             | 2        | 3        | 4        | 5        | 6        |
|                                  | 0       | \$0.0023 |          |               |          |          |          |          |          |
|                                  | L       |          | \$0.0031 |               |          |          |          |          |          |
| Transmission Component           | 1       | \$0.0093 |          | \$0.0064      |          |          |          |          |          |
|                                  | 2       | \$0.0158 |          | \$0.0126      | \$0.0021 |          |          |          |          |
|                                  | 3       | \$0.0188 |          | \$0.0156      | \$0.0051 | \$0.0001 |          |          |          |
|                                  | 4       | \$0.0234 |          | \$0.0202      | \$0.0097 |          | \$0.0012 |          |          |
|                                  | 5       | \$0.0265 |          | \$0.0233      | \$0.0128 |          | \$0.0029 | \$0.0019 |          |
|                                  | 6       | \$0.0323 |          | \$0.0291      | \$0.0186 |          | \$0.0087 | \$0.0066 | \$0.0028 |

The Storage Component of the minimum FT-BH commodity rate, per Dth, is \$0.0003  
 The Gathering Component of the minimum FT-BH commodity rate, per Dth, is \$0.0000

Effective Date: 04/01/2008 Status: Effective  
 FERC Docket: RP08-234-000

**Twenty-Third Revised Sheet No. 25** Twenty-Third Revised Sheet No. 25 : Pending  
 Superseding: Twenty-Second Revised Sheet No. 25

RATES PER DEKATHERM

FT-A EXTENDED TRANSPORTATION SERVICE

| Base Daily        |     | EXTENSION ZONE -     |   | EXTENDED ZONE - EXTENDED DELIVERIES/<br>EXTENSION ZONE - EXTENDED RECEIPTS |          |          |          |          |          |
|-------------------|-----|----------------------|---|--|----------|----------|----------|----------|----------|
| Reservation Rates | 1/6 | EXTENDED DELIVERIES/ | 0 | 1  | 2        | 3        | 4        | 5        |          |
|                   |     | EXTENDED ZONE -      |   |  |          |          |          |          |          |
|                   |     | EXTENDED RECEIPTS    | 0 | \$0.0000   | \$0.2121 | \$0.2979 | \$0.3462 | \$0.4018 | \$0.4632 |
| \$0.5454          |     |                      | 1 | \$0.2190   | \$0.0000 | \$0.2505 | \$0.2985 | \$0.3541 | \$0.4156 |
| \$0.4981          |     |                      | 2 | \$0.2979   | \$0.2505 | \$0.0000 | \$0.1420 | \$0.2078 | \$0.2594 |
| \$0.3416          |     |                      | 3 | \$0.3462   | \$0.2985 | \$0.1420 | \$0.0000 | \$0.1999 | \$0.2512 |
| \$0.3334          |     |                      | 4 | \$0.4119   | \$0.3643 | \$0.2087 | \$0.1996 | \$0.0000 | \$0.1111 |
| \$0.1936          |     |                      | 5 | \$0.4632   | \$0.4156 | \$0.2594 | \$0.2512 | \$0.1111 | \$0.0000 |
| \$0.1621          |     |                      | 6 | \$0.5454   | \$0.4981 | \$0.3416 | \$0.3334 | \$0.1936 | \$0.1621 |
| \$0.0000          |     |                      |   |  |          |          |          |          |          |

| Surcharge          |     | EXTENSION ZONE -     |   | EXTENDED ZONE - EXTENDED DELIVERIES/<br>EXTENSION ZONE - EXTENDED RECEIPTS |          |          |          |          |          |
|--------------------|-----|----------------------|---|--|----------|----------|----------|----------|----------|
| Reservation Rates  | 1/6 | EXTENDED DELIVERIES/ | 0 | 1  | 2        | 3        | 4        | 5        |          |
|                    |     | EXTENDED ZONE -      |   |  |          |          |          |          |          |
|                    |     | EXTENDED RECEIPTS    | 0 | \$0.0000   | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| \$0.0000           |     |                      | 1 | \$0.0000   | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| PCB Adjustment: 2/ |     |                      | 2 | \$0.0000   | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| \$0.0000           |     |                      | 3 | \$0.0000   | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| \$0.0000           |     |                      | 4 | \$0.0000   | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| \$0.0000           |     |                      | 5 | \$0.0000   | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| \$0.0000           |     |                      | 6 | \$0.0000   | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
| \$0.0000           |     |                      |   |  |          |          |          |          |          |

| Maximum Daily     |     | EXTENSION ZONE -     |   | EXTENDED ZONE - EXTENDED DELIVERIES/<br>EXTENSION ZONE - EXTENDED RECEIPTS |          |          |          |          |          |
|-------------------|-----|----------------------|---|--|----------|----------|----------|----------|----------|
| Reservation Rates | 1/6 | EXTENDED DELIVERIES/ | 0 | 1  | 2        | 3        | 4        | 5        |          |
|                   |     | EXTENDED ZONE -      |   |  |          |          |          |          |          |
|                   |     | EXTENDED RECEIPTS    | 0 | \$0.0000   | \$0.2121 | \$0.2979 | \$0.3462 | \$0.4018 | \$0.4632 |
| \$0.5454          |     |                      | 1 | \$0.2190   | \$0.0000 | \$0.2505 | \$0.2985 | \$0.3541 | \$0.4156 |
| \$0.4981          |     |                      | 2 | \$0.2979   | \$0.2505 | \$0.0000 | \$0.1420 | \$0.2078 | \$0.2594 |
| \$0.3416          |     |                      | 3 | \$0.3462   | \$0.2985 | \$0.1420 | \$0.0000 | \$0.1999 | \$0.2512 |
| \$0.3334          |     |                      | 4 | \$0.4119   | \$0.3643 | \$0.2087 | \$0.1996 | \$0.0000 | \$0.1111 |
| \$0.1936          |     |                      | 5 | \$0.4632   | \$0.4156 | \$0.2594 | \$0.2512 | \$0.1111 | \$0.0000 |
|                   |     |                      |   |  |          |          |          |          |          |

\$0.1621

\$0.0000

6 \$0.5454 \$0.4981 \$0.3416 \$0.3334 \$0.1936 \$0.1621

Effective Date: 07/01/2008 Status: Effective

FERC Docket: RP91-203-075

**Ninth Revised Sheet No. 25A** Ninth Revised Sheet No. 25A Superseding: Eighth Revised Sheet No. 25A

FT-A EXTENDED TRANSPORTATION SERVICE (Continued)

|               |                             |                                |
|---------------|-----------------------------|--------------------------------|
| =====         | Base Daily Reservation Rate | for Tewksbury-Andover          |
| Lateral ----- | Maximum                     | \$0.1778 2/ Minimum            |
|               | \$0.0000                    | Base Commodity Charge: Maximum |
| \$0.0000      | Minimum                     | \$0.0000 Fuel and Losses       |

0.00% Notes: 1/ FT-A Extended Transportation Service Rates are pursuant to Section 5.1 of the FT-A  
Rate Schedule. 2/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1,  
1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30,  
2010 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission  
Orders issued November 29, 1995 and February 20, 1996.

Effective Date: 03/29/2010 Status: Effective  
 FERC Docket: RP10-415-000

**Thirty-Second Revised Sheet No. 26** Thirty-Second Revised Sheet No. 26  
 Superseding: Thirty-First Revised Sheet No. 26

RATES PER DEKATHERM

RATE SCHEDULE NET

| Rate Schedule<br>and Rate | Base<br>Tariff<br>Rate | ADJUSTMENTS<br>(ACA) | Rate After<br>Current<br>Adjustments |
|---------------------------|------------------------|----------------------|--------------------------------------|
| Demand Rate 1/, 5/        |                        |                      |                                      |
| Segment U                 | \$9.65                 | \$0.00               | \$9.65                               |
| Segment 1                 | \$1.33                 | \$0.00               | \$1.33                               |
| Segment 2                 | \$8.08                 | \$0.00               | \$8.08                               |
| Segment 3                 | \$5.07                 | \$0.00               | \$5.07                               |
| Segment 4                 | \$5.54                 | \$0.00               | \$5.54                               |
| Commodity Rate 2/, 7/     |                        |                      |                                      |
| Segments U, 1, 2, 3 & 4   |                        | \$0.0019             | \$0.0019                             |

Notes:

- 1/ A specific customer's Monthly Demand Rate is dependent upon the location of its points of receipt and delivery, and is to be determined by summing the Monthly Demand Rate components for those pipeline segments connecting said points.
- 2/ The applicable surcharges for ACA will be assessed on actual quantities delivered and are not dependent upon the location of points of receipt and delivery.
- 3/ Reserved for future use.
- 4/ Reserved for future use.
- 5/ Rates are subject to negotiation pursuant to the terms of the Rate Schedule for NET.
- 6/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2010 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996.
- 7/ The applicable fuel retention percentages are listed on Sheet Nos. 180 and 181.

*Effective Date: 12/13/2002 Status: Effective*

*FERC Docket: RP03-73-000*

**Twenty-Second Revised Sheet No. 26A** Twenty-Second Revised Sheet No. 26A : Effective  
Superseding: Twenty-First Revised Sheet No. 26A

Sheet No. 26A is Reserved for Future Use.

Effective Date: 03/29/2010 Status: Effective  
 FERC Docket: RP10-415-000

**Forty-Fourth Revised Sheet No. 26B** Forty-Fourth Revised Sheet No. 26B  
 Superseding: Forty-Third Revised Sheet No. 26B

RATES PER DEKATHERM

RATE SCHEDULE NET 284

| Rate Schedule and Rate                    | Base Tariff Rate | ADJUSTMENTS (ACA) | (PCB) 5/ | Rate After Current Adjustments | Fuel and Use |
|---|------------------|-------------------|----------|--------------------------------|--------------|
| Demand Rate 1/, 5/                        |                  |                   |          |                                |              |
| Segment U                                 | \$9.65           |                   | \$0.00   | \$9.65                         |              |
| Segment 1                                 | \$1.33           |                   | \$0.00   | \$1.33                         |              |
| Segment 2                                 | \$8.08           |                   | \$0.00   | \$8.08                         |              |
| Segment 3                                 | \$5.07           |                   | \$0.00   | \$5.07                         |              |
| Segment 4                                 | \$5.54           |                   | \$0.00   | \$5.54                         |              |
| Commodity Rate 2/, 3/                     |                  |                   |          |                                |              |
| Segments U, 1, 2, 3 & 4                   |                  | \$0.0019          |          | \$0.0019                       | 6/           |
| Extended Receipt and Delivery Rate 4/, 7/ |                  |                   |          |                                |              |
| Segment U                                 | \$0.3173         |                   |          | \$0.3173                       | 5.52%        |
| Segment 1                                 | \$0.0437         |                   |          | \$0.0437                       | 0.69%        |
| Segment 2                                 | \$0.2656         |                   |          | \$0.2656                       | 0.59%        |
| Segment 3                                 | \$0.1667         |                   |          | \$0.1667                       | 0.73%        |
| Segment 4                                 | \$0.1821         |                   |          | \$0.1821                       | 0.36%        |

Notes:

- 1/ A specific customer's Monthly Demand Rate is dependent upon the location of its points of receipt and delivery, and is to be determined by summing the Monthly Demand Rate components for those pipeline segments connecting said points.
- 2/ The applicable surcharges for ACA will be assessed on actual quantities delivered and are not dependent upon the location of points of receipt and delivery.
- 3/ The Incremental Pressure Charge associated with service to MassPower shall be \$0.0334 plus an additional Incremental Fuel Charge of 5.83%.
- 4/ Rates are subject to negotiation pursuant to the terms of the Rate Schedule for NET 284.
- 5/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2010 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996.
- 6/ The applicable fuel retention percentages are listed on Sheet No. 220A.
- 7/ The Extended Receipt and Delivery Rates are additive for each segment outside of the segments under Shipper's base NET-284 contract.

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-1000-000

**Ninth Revised Sheet No. 26B.01** Ninth Revised Sheet No. 26B.01  
Superseding: Eighth Revised Sheet No. 26B.01

RATES PER DEKATHERM

AUTHORIZED OVERRUN RATES  
FOR RATE SCHEDULE NET 284

=====

Maximum Commodity Rate 1/  
-----

|           |          |
|-----------|----------|
| Segment U | \$0.3173 |
| Segment 1 | \$0.0437 |
| Segment 2 | \$0.2656 |
| Segment 3 | \$0.1667 |
| Segment 4 | \$0.1821 |

Notes:

1/ The Authorized Overrun Commodity Rates are additive for each segment of the contract and the total Commodity Rate will be increased by \$.0019 for ACA.

Effective Date: 03/29/2010 Status: Effective  
 FERC Docket: RP10-415-000

**Eighteenth Revised Sheet No. 27** Eighteenth Revised Sheet No. 27  
 Superseding: Seventeenth Revised Sheet No. 27

RATES PER DEKATHERM

STORAGE SERVICE

| Rate Schedule<br>and Rate                               | Tariff<br>Rate | ADJUSTMENTS<br>(ACA) | (PCB) 2/ | Current<br>Adjustment | Retention<br>Percent 1/ |
|---|----------------|----------------------|----------|-----------------------|-------------------------|
| FIRM STORAGE SERVICE (FS) -<br>PRODUCTION AREA          |                |                      |          |                       |                         |
| Deliverability Rate                                     | \$2.02         |                      | \$0.00   | \$2.02                |                         |
| Space Rate  | \$0.0248       |                      | \$0.0000 | \$0.0248              |                         |
| Injection Rate  | \$0.0053       |                      |          | \$0.0053              | 1.49%                   |
| Withdrawal Rate   | \$0.0053       |                      |          | \$0.0053              |                         |
| Overrun Rate  | \$0.2427       |                      |          | \$0.2427              |                         |
| FIRM STORAGE SERVICE (FS) -<br>MARKET AREA              |                |                      |          |                       |                         |
| Deliverability Rate                                     | \$1.15         |                      | \$0.00   | \$1.15                |                         |
| Space Rate  | \$0.0185       |                      | \$0.0000 | \$0.0185              |                         |
| Injection Rate  | \$0.0102       |                      |          | \$0.0102              | 1.49%                   |
| Withdrawal Rate   | \$0.0102       |                      |          | \$0.0102              |                         |
| Overrun Rate  | \$0.1380       |                      |          | \$0.1380              |                         |
| INTERRUPTIBLE STORAGE SERVICE<br>(IS) - MARKET AREA     |                |                      |          |                       |                         |
| Space Rate  | \$0.0848       |                      | \$0.0000 | \$0.0848              |                         |
| Injection Rate  | \$0.0102       |                      |          | \$0.0102              | 1.49%                   |
| Withdrawal Rate   | \$0.0102       |                      |          | \$0.0102              |                         |
| INTERRUPTIBLE STORAGE SERVICE<br>(IS) - PRODUCTION AREA |                |                      |          |                       |                         |
| Space Rate  | \$0.0993       |                      | \$0.0000 | \$0.0993              |                         |
| Injection Rate  | \$0.0053       |                      |          | \$0.0053              | 1.49%                   |
| Withdrawal Rate   | \$0.0053       |                      |          | \$0.0053              |                         |

1/ The quantity of gas associated with losses is 0.5%.

2/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2010 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996.

*Effective Date: 10/01/2003    Status: Effective*  
*FERC Docket: RP00-477-005*

**Eighth Revised Sheet No. 28** Eighth Revised Sheet No. 28 : Effective  
Superseding: Sixth Revised Sheet No. 28

Sheet No. 28 is Reserved for Future Use.

Effective Date: 04/01/2008 Status: Effective  
 FERC Docket: RP08-234-000

**Third Revised Sheet No. 29** Third Revised Sheet No. 29 : Pending  
 Superseding: First Revised Sheet No. 29

FUEL AND LOSS RETENTION PERCENTAGE 1\,2\,3\  
 =====

NOVEMBER - MARCH

| RECEIPT<br>ZONE | Delivery Zone |       |       |       |       |       |       |       |
|-----------------|---------------|-------|-------|-------|-------|-------|-------|-------|
|                 | 0             | L     | 1     | 2     | 3     | 4     | 5     | 6     |
| 0               | 0.89%         |       | 2.79% | 5.16% | 5.88% | 6.79% | 7.88% | 8.71% |
| L               |               | 1.01% |       |       |       |       |       |       |
| 1               | 1.74%         |       | 1.91% | 4.28% | 4.99% | 5.90% | 6.99% | 7.82% |
| 2               | 4.59%         |       | 2.13% | 1.43% | 2.15% | 3.05% | 4.15% | 4.98% |
| 3               | 6.06%         |       | 3.60% | 1.23% | 0.69% | 2.64% | 3.69% | 4.52% |
| 4               | 7.43%         |       | 4.97% | 2.68% | 3.07% | 1.09% | 1.33% | 2.17% |
| 5               | 7.51%         |       | 5.05% | 2.76% | 3.14% | 1.16% | 1.28% | 2.09% |
| 6               | 8.93%         |       | 6.47% | 4.18% | 4.56% | 2.50% | 1.40% | 0.89% |

APRIL - OCTOBER

| RECEIPT<br>ZONE | Delivery Zone |       |       |       |       |       |       |       |
|-----------------|---------------|-------|-------|-------|-------|-------|-------|-------|
|                 | 0             | L     | 1     | 2     | 3     | 4     | 5     | 6     |
| 0               | 0.84%         |       | 2.44% | 4.43% | 5.04% | 5.80% | 6.72% | 7.42% |
| L               |               | 0.95% |       |       |       |       |       |       |
| 1               | 1.56%         |       | 1.70% | 3.69% | 4.29% | 5.06% | 5.97% | 6.67% |
| 2               | 3.95%         |       | 1.88% | 1.30% | 1.90% | 2.66% | 3.58% | 4.28% |
| 3               | 5.19%         |       | 3.12% | 1.13% | 0.67% | 2.32% | 3.19% | 3.90% |
| 4               | 6.34%         |       | 4.28% | 2.35% | 2.67% | 1.01% | 1.21% | 1.92% |
| 5               | 6.41%         |       | 4.34% | 2.41% | 2.74% | 1.07% | 1.17% | 1.86% |
| 6               | 7.61%         |       | 5.53% | 3.61% | 3.93% | 2.20% | 1.27% | 0.85% |

- 1\ Included in the above Fuel and Loss Retention Percentages is the quantity of gas associated with losses of 0.5%.
- 2\ For service that is rendered entirely by displacement shipper shall render only the quantity of gas associated with losses of 0.5%.
- 3\ The above percentages are applicable to (IT) Interruptible Transportation, (FT-A) Firm Transportation, (FT-GS) Firm Transportation-GS, (PAT) Preferred Access Transportation, (IT-X) Interruptible Transportation-X, (FT-G) Firm Transportation-G.

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-1000-000

**Eleventh Revised Sheet No. 29A** Eleventh Revised Sheet No. 29A  
 Superseding: Tenth Revised Sheet No. 29A

RATE SCHEDULE PTR

RATES PER DEKATHERM

| Rate Schedule<br>and Rate | Base<br>Tariff<br>Rate | ADJUSTMENTS<br>(ACA) 1/ | Rate After<br>Current<br>Adjustments | Fuel and<br>Loss<br>Retention<br>Percentage |
|---------------------------|------------------------|-------------------------|--------------------------------------|---|
| Commodity Rate            | \$0.1028               | \$0.0019                | \$0.1047                             | 1.0%  |

1/ The (ACA) Annual Charge Adjustment will be assessed on all applicable quantities delivered and is not dependent upon the location of points of receipt and points of delivery. The ACA surcharge is applicable to all PTR and PTR make-up quantities.

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**First Revised Sheet No. 29B** First Revised Sheet No. 29B  
Superseding: Original Sheet No. 29B

RATE SCHEDULE PAL

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| Rate Schedule<br>----- | Maximum<br>Commodity Rate<br>Per Dekatherm, Per Day<br>----- | Minimum<br>Commodity Rate<br>Per Dekatherm, Per Day<br>----- |
|------------------------|--|--|
| PAL (Daily Rate)       | \$ .3695   | \$ .0000   |

| Rate Schedule<br>----- | Maximum<br>Reservation Rate<br>Per Dekatherm<br>----- | Minimum<br>Reservation Rate<br>Per Dekatherm<br>----- |
|------------------------|---|---|
| PAL (Term Rate)        | \$ .3695  | \$ .0000  |

*Effective Date: 05/01/2005 Status: Effective*  
*FERC Docket: RP05-249-000*

**Twenty-Second Revised Sheet No. 30** Twenty-Second Revised Sheet No. 30 : Effective  
Superseding: Twenty-First Revised Sheet No. 30

Sheet No. 30 is Reserved for Future Use.

Effective Date: 12/16/2007 Status: Effective  
 FERC Docket: RP96-312-173

**Second Revised Sheet No. 30G** Second Revised Sheet No. 30G : Effective  
 Superseding: First Revised Sheet No. 30G

STATEMENT OF NEGOTIATED RATES 1/,

2/

| Receipt Point(s) 5/<br>-----<br>Shipper Name 3/<br>-----<br>Meter | Primary Contract<br>Number<br>Name | Delivery Rate<br>Schedule | Point(s) 5/<br>Contract<br>Demand | Reservation<br>Charge 4/ | Commodity<br>Charge 4/ | Primary<br>Meter | Name   |
|---|------------------------------------|---------------------------|-----------------------------------|--------------------------|------------------------|------------------|--------|
| International Power<br>America, Inc.                              | 34256<br>Mendon                    | FT-A                      | 34,000 Dth/d<br>(Maximum)         | 6/                       | 7/                     | 012538           | Dracut |
| International Power<br>America, Inc.                              | 34260<br>Mendon                    | FT-A                      | 16,000 Dth/d<br>(Maximum)         | 6/                       | 7/                     | 012538           | Dracut |
| Milford Power Company,<br>L.L.C.                                  | 34542<br>Southern Conn-Milford     | FT-A                      | 18,000 Dth/d<br>(Maximum)         | 6/                       | 7/                     | 012538           | Dracut |

1/ Unless otherwise noted, the negotiated contracts do not deviate in any material respect from the applicable form of service agreement set forth in Transporter's FERC Gas Tariff. The negotiated contract with Milford Power Company is a non-conforming service agreement and is listed on Sheet No. 413A.

2/ Unless otherwise noted, this tariff sheet reflects the essential elements of the negotiated contracts, including a specification of all consideration.

3/ The negotiated rate shipper is the shipper identified herein or any subsequent permanent assignee.

4/ Unless otherwise noted, rates are inclusive of all surcharges. These rates will be effective on the Commencement Date of the negotiated contracts.

5/ The primary receipt and delivery point(s) are located in Zone 6 of Transporter's system.

6/ For the primary term of the agreements, the monthly reservation charge is fixed at \$3.22 per Dth. Upon the expiration of the primary term, the otherwise applicable maximum monthly reservation charge shall apply.

7/ For the first five years of the agreements, the commodity rate shall be \$0.0643 per Dth. For the second five years, the commodity rate shall be \$0.0543 per Dth. Upon the expiration of the primary term, the otherwise applicable maximum commodity rate shall apply.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Third Revised Sheet No. 31** Third Revised Sheet No. 31 : Effective  
Superseding: Second Revised Sheet No. 31

Sheet No. 31 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Second Revised Sheet No. 32** Second Revised Sheet No. 32 : Effective  
Superseding: First Revised Sheet No. 32

Sheet No. 32 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Third Revised Sheet No. 33** Third Revised Sheet No. 33 : Effective  
Superseding: Second Revised Sheet No. 33

Sheet No. 33 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*  
*FERC Docket: RP05-249-000*

**Second Revised Sheet No. 34** Second Revised Sheet No. 34 : Effective  
Superseding: First Revised Sheet No. 34

Sheet No. 34 is Reserved for Future Use.

*Effective Date: 09/01/1993 Status: Effective*

*FERC Docket: RS92- 23-012*

**Sheet Nos. 35 Through 37** Sheet Nos. 35 Through 37 : Effective

Sheet Nos. 35 Through 37 are Reserved For Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Seventh Revised Sheet No. 38** Seventh Revised Sheet No. 38 : Effective  
Superseding: Sixth Revised Sheet No. 38

Sheet No. 38 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Seventh Revised Sheet No. 39** Seventh Revised Sheet No. 39 : Effective  
Superseding: Sixth Revised Sheet No. 39

Sheet No. 39 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Sixth Revised Sheet No. 40** Sixth Revised Sheet No. 40 : Effective  
Superseding: Fifth Revised Sheet No. 40

Sheet No. 40 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Sixth Revised Sheet No. 41** Sixth Revised Sheet No. 41 : Effective  
Superseding: Fifth Revised Sheet No. 41

Sheet No. 41 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*  
*FERC Docket: RP05-249-000*

**Seventh Revised Sheet No. 42** Seventh Revised Sheet No. 42 : Effective  
Superseding: Sixth Revised Sheet No. 42

Sheet No. 42 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Third Revised Sheet No. 43** Third Revised Sheet No. 43 : Effective  
Superseding: Second Revised Sheet No. 43

Sheet No. 43 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Third Revised Sheet No. 44** Third Revised Sheet No. 44 : Effective  
Superseding: Second Revised Sheet No. 44

Sheet No. 44 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Third Revised Sheet No. 45** Third Revised Sheet No. 45 : Effective  
Superseding: Second Revised Sheet No. 45

Sheet No. 45 is Reserved for Future Use.

*Effective Date: 01/01/1996 Status: Effective*

*FERC Docket: RP96- 61-003*

**Sheet Nos. 46 Through 89** Sheet Nos. 46 Through 89 : Effective

Sheet Nos. 46 Through 89 are Reserved For Future Use.

*Effective Date: 08/01/1995 Status: Effective*

*FERC Docket: RP95-112-009*

**Sheet Nos. 90 Through 91** Sheet Nos. 90 Through 91 : Superseded

Sheet Nos. 90-91 - Reserved for Future Use

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 91 Original Sheet No. 91 : Effective

GS RATE SCHEDULES (continued)

(g) for one year commencing on the effective date of Seller's compliance filing in Docket No. RS92-23 at which time Seller will abandon such service without any further authorization of the Federal Energy Regulatory Commission.

2. APPLICABILITY AND CHARACTER OF SERVICE

The rates provided in this Rate Schedule shall be separately applied to the natural gas sold by Seller to Buyer at each point of delivery at which this Rate Schedule is available to Buyer and is elected by Buyer in its gas sales contract with Seller.

The point of sale for all natural gas sold by Seller to Buyer under this Rate Schedule shall be (a) any point at which the natural gas enters Seller's mainline system, or (b) any point at which Seller's system interconnects with that of another pipeline.

Natural gas sold by Seller to Buyer under this Rate Schedule shall not be subject to curtailment or interruption except as may be excused in accordance with Article X of the General Terms and Conditions or in accordance with Article XX of the General Terms and Conditions, and sales hereunder shall have priority over all sales made or to be made by Seller on an interruptible basis. Gas purchased by Buyer from Seller under this Rate Schedule shall be transported pursuant to the terms of Rate Schedule FT-GS.

3. RATE

3.1 Applicable Rates

The rate for service under the GS Rate Schedule shall be the applicable Rate After Current Adjustment shown in the Summary of Rates and Charges in Seller's effective Tariff. The rate shall be the average unit cost of Seller's working gas in storage determined by the book cost as of the end of the month preceeding inception of service under this Rate Schedule.

3.2 Monthly Bill

The monthly bill shall be the applicable GS Rate multiplied by the dekatherms of natural gas actually sold by Seller under this Rate Schedule to Buyer.

4. MEASUREMENT

Refer to Article III of the General Terms and Conditions.

5. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are made a part of this Rate Schedule.

*Effective Date: 12/18/2009 Status: Effective*

*FERC Docket: RP10-154-000*

**First Revised Sheet No. 92** First Revised Sheet No. 92

Superseding: Original Sheet No. 92

Sheet No. 92 is Reserved for Future Use.

*Effective Date: 12/18/2009 Status: Effective*

*FERC Docket: RP10-154-000*

**First Revised Sheet No. 93** First Revised Sheet No. 93

Superseding: Original Sheet No. 93

Sheet No. 93 is Reserved for Future Use.

Effective Date: 05/01/2005 Status: Effective  
FERC Docket: RP05-249-000

**Third Revised Sheet No. 94** Third Revised Sheet No. 94 : Effective  
Superseding: Second Revised Sheet No. 94

RATE SCHEDULE FS  
FIRM STORAGE SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available for the provision by Tennessee Gas Pipeline Company (hereinafter called Transporter) of natural gas storage service to any shipper (hereinafter called Shipper):
- (a) which has an executed gas storage contract with Transporter for service under Rate Schedule SS-S as of August 1, 1992; or
  - (b) which has satisfied the conditions for qualification for service set forth below and which has executed Storage Service Agreement with Transporter providing for storage service under this Rate Schedule and designating (1) as Shipper's Maximum Storage Quantity the maximum total amount of gas which shall be accepted for the account of Shipper, and (2) as Shipper's Maximum Daily Withdrawal Quantity the maximum daily storage quantity which Transporter is obligated to redeliver to Shipper; or
- 1.2 Shippers within category 1.1(a) will not (a) incur reductions in the firm entitlements established in their gas storage contracts under Rate Schedule SS-S as a result of receiving service under this FS Rate Schedule, or (b) be subject to pregranted abandonment with respect to the service originally contracted under those rate schedules.
- 1.3 This rate schedule is available to Shipper's within category 1.1 (b) when Transporter has determined that it has sufficient available and uncommitted capacity beyond that required for Transporter's existing contract storage, delivery, and load management services to perform the firm storage service requested by Shipper.
- 1.4 A Shipper under this Rate Schedule is responsible for arranging for separate transportation of its gas to and from its applicable FS Service Point(s). Shipper shall designate, prior to the month of service, a contract for firm transportation of quantities withdrawn under Conditional Deliverability entitlements defined in Section 3.4.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Third Revised Sheet No. 95** Third Revised Sheet No. 95 : Effective  
Superseding: Second Revised Sheet No. 95

RATE SCHEDULE FS  
FIRM STORAGE SERVICE (continued)

2. QUALIFICATION FOR SERVICE

- 2.1 Subject to the conditions set forth in Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will evaluate any complete, valid request for service under Rate Schedule FS.
- 2.2 All Shippers requesting firm storage service must execute a Storage Service Agreement in accord with Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

3. APPLICABILITY AND CHARACTER OF SERVICE

- 3.1 Storage Service rendered by Transporter under this Rate Schedule shall consist of:
  - (a) The receipt of gas which has been delivered on behalf of Shipper at the FS Service Point, as defined below, in cumulative quantities (net of withdrawals) up to the Maximum Storage Quantity and at daily rates up to the Maximum Daily Injection Quantity;
  - (b) The tender of gas for redelivery by Transporter to Shipper at the FS Service Point at daily rates up to the Maximum Daily Withdrawal Quantity. Shipper's Maximum Daily Withdrawal Quantity shall be augmented by Excess Deliverability quantities stated in the service agreement, subject to the conditions of Section 3.4 below.

Shippers which have executed gas storage service contracts prior to August 1, 1992 (or their assignees in accordance with Section 11 of Article III of the General Terms and Conditions) have priority over all subsequently executed storage contracts up to the levels contained in the agreement executed on that date. Such Shippers (assignees) will not incur reductions in their firm entitlements as a result of the execution of subsequent firm storage agreements or changes in this rate schedule or the change to a successor rate schedule.

RATE SCHEDULE FS

FIRM STORAGE SERVICE (continued)

- 3.2 Natural gas receipts and redeliveries by Transporter under this Rate Schedule shall not be subject to curtailment or interruption or discontinuance, except as may be excused in accordance with Article X of the General Terms and Conditions of the FERC Gas Tariff. Such curtailment or interruption shall be imposed upon Shippers in accordance with Article III, Section 6 of the General Terms and Conditions of the FERC Gas Tariff. Conditional Deliverability entitlements shall be subject to the conditions of Section 3.4 of this Rate Schedule.
- 3.3 The quantity of gas in Shipper's FS storage account at any time shall be Shipper's Storage Balance at that time and shall not exceed Shipper's Maximum Storage Quantity ("MSQ"). Transporter shall be ready at all times to redeliver to Shipper and Shipper shall have the right at all times to receive from Transporter natural gas at daily rates up to the Maximum Daily Withdrawal Quantity, provided that the withdrawal quantity equals the FS gas scheduled for transportation pursuant to Shipper's transportation agreements with Transporter or with a third party transporter, as applicable, from the FS Service Point.

Transporter shall accept in any one day for injection into Transporter's underground storage facilities for Shipper's account a quantity of gas equal to Shipper's Maximum Daily Injection Quantity, except as provided in Section 7.1 of this Rate Schedule. Transporter shall withdraw in any one day from Transporter's underground storage facilities for Shipper's account a quantity of gas equal to Shipper's Maximum Daily Withdrawal Quantity as determined in Section 3.4 of this Rate Schedule.

- 3.4 A shipper electing Conditional Deliverability entitlements shall have Conditional Deliverability stated in its Service Agreement in separate Ratchet 0, I and II quantities. The following conditions shall apply to Shipper's withdrawal rights utilizing Conditional Deliverability.

| (a) | Withdrawal Level | Inventory Level |
|-----|------------------|-----------------|
|     | Ratchet 0        | > 30% - 100%    |
|     | Ratchet I        | > 20% - 30%     |
|     | Ratchet II       | > 0% - 20%      |

Inventory level is the ratio of Shipper's Storage Balance to Shipper's Maximum Storage Quantity.

- (b) Shipper shall maintain a minimum Storage Balance greater than or equal to 15% of its Maximum Storage Quantity from November 1 to March 1. Customers withdrawing below the minimum Storage Balance prior to

Effective Date: 02/01/2006 Status: Effective  
FERC Docket: RP06-157-001

**Sub Sixth Revised Sheet No. 95B** Sub Sixth Revised Sheet No. 95B : Effective  
Superseding: Fifth Revised Sheet No. 95B

RATE SCHEDULE FS  
FIRM STORAGE SERVICE (continued)

March 1 of each calendar year will be automatically charged an overrun withdrawal rate per DTH beneath the limit. In the event that Transporter calls a Critical Day or issues an Action Alert pursuant to Article VIII of the General Terms and Conditions, a Shipper will be penalized \$25.00 per DTH on further withdrawals below the minimum that are not authorized. In the event that Transporter calls a Balancing Alert pursuant to Article VIII of the General Terms and Conditions, a Shipper will be penalized \$15.00 plus the applicable Regional Daily Spot Price for each dekatherm on further withdrawals below the minimum that are not authorized. Regional Spot Price means the highest spot price published in Gas Daily for the day(s) on which, and for the region(s) in which, the Balancing Alert is in effect; provided that if the Balancing Alert is in effect on days on which no Gas Daily is published, the applicable price(s) reflected in the most recently published Gas Daily shall be used in assessing the charge. However, to the extent the overruns are explicitly authorized by Transporter, both the authorized overrun charge and the applicable \$25.00 per DTH penalty or the \$15.00 per DTH penalty plus the applicable Regional Daily Spot Price penalty will be waived.

- (c) For the months November through March, maximum net withdrawals of a shipper's inventory must be less than or equal to 110% of Ratchet II daily level times the number of days in the month. This restriction will not apply to shippers who make seasonal elections (effective December - February) to forfeit in relation to the transportation contracts designated under Rate Schedule FT-A, FT-G or FT-GS, release rights for capacity, including the primary receipt point(s), upstream of Shipper's FS service point. Shippers making seasonal elections must provide written notice of such election to Transporter by October 20.

The maximum net withdrawal restriction also will not apply to Shippers who make seasonal elections to release proportionate amounts of firm storage capacity, deliverability rights (including conditional deliverability rights), and firm transportation capacity upstream of Shippers' FS service point during the months of December through February. In the event of such a proportionate release: (a) the Releasing Shipper will retain conditional deliverability rights in proportion to the firm storage capacity, deliverability rights (including conditional deliverability rights), and firm transportation capacity upstream of Shippers' FS service point that it retains; and (b) the Replacement Shipper shall be entitled to the conditional deliverability rights included in the proportionate release and subject to the same conditions for conditional deliverability as the Releasing Shipper, provided that the Replacement Shipper does not re-release either the firm storage or the designated transportation contract during the period December through February. Shipper must provide written notice of such proportionate releases to Transporter at least 5 days prior to the effective date of such releases.

Transporter is not required to provide notice to Shippers exceeding one hundred ten percent (110%) of Ratchet II withdrawals. For Shippers who did not make a seasonal election, in the event that Transporter calls a Critical Day or issues an Action Alert pursuant to Article VIII of the General Terms and Conditions, all volumes exceeding such limit will be subject to an unauthorized overrun charge of \$25.00 per DTH. For Shippers who did not make a seasonal election, in the event that Transporter calls a Balancing Alert pursuant to Article VIII of the General Terms and Conditions all volumes exceeding such limit will be subject to an unauthorized overrun charge of \$15.00 per DTH plus the applicable Regional Daily Spot Price for each dekatherm; unless Shipper receives advance approval from Transporter, in Transporter's sole discretion, that Shipper may exceed 110% of Ratchet II withdrawals. Transporter will use reasonable efforts to accommodate withdrawals exceeding 110% of Ratchet II upon receipt of a Shipper's request. Regional Spot Price means the highest spot price published in Gas Daily for the day(s) on which, and for the region(s) in which, the Balancing Alert is in effect; provided that if the Balancing Alert is in effect on days on which no Gas Daily is published, the applicable price(s) reflected in the most recently published Gas Daily shall be used in assessing the charge.

RATE SCHEDULE FS  
FIRM STORAGE SERVICE (continued)

- (d) Conditional deliverability may be transported under a specifically designated service agreement under Rate Schedule FT-A, FT-G or FT-GS. All injections and withdrawals can be transported under existing firm agreements up to the TQ stated in the agreement. Such quantities shall have the same curtailment status as transportation to primary delivery points from primary receipt points. Available authorized overrun service under the designated transportation agreement may be used to transport conditional deliverability subject to the scheduling restrictions contained in Article III of the General Terms and Conditions. Any authorized overrun activity is subject to restriction without prior notice by Tennessee. Designations shall be made on a monthly basis but can be revised during the month to respond to changes in Shipper's operational requirements upon one day prior notice.

4. DEFINITIONS

- 4.1 Maximum Storage Quantity (MSQ) is the maximum quantity of storage gas the Shipper is permitted to have in storage at any time as specified in the executed Service Agreement, which shall not be less than thirty (30) nor more than three hundred sixty-five (365) times Shipper's Maximum Daily Withdrawal Quantity exclusive of shipper's conditional deliverability.
- 4.2 Storage Balance is the quantity of gas in Shipper's storage account at any time under the FS rate schedule.
- 4.3 Maximum Daily Injection Quantity (MDIQ) shall be equal to one-one hundred and fiftieth (1/150th) of the Shipper's Maximum Storage Quantity as specified in the Shipper's executed Service Agreement.
- 4.4 Maximum Daily Withdrawal Quantity (MDWQ) shall be as specified in the Shipper's executed Service Agreement. Conditional Deliverability quantities shall be separately stated in the Service Agreement but shall be treated as part of the Maximum Daily Withdrawal Quantity. Shipper's Deliverability charge will be based on its MDWQ, inclusive of its Conditional Deliverability quantities.
- 4.5 FS Service Point means either Transporter's compressor station 40, Transporter's main line valve 121, Transporter's compressor station 313, or Transporter's compressor station 87, as specified in the FS Service Agreement.

5. RATES AND CHARGES

- 5.1 For each month of the year, Shipper shall pay Transporter the sum of the following charges applicable to the FS Service Point in Shipper's FS Service Agreement:
- (a) Deliverability Charge - A Deliverability Charge which shall be equal to the applicable Deliverability Rate After Current Adjustment shown in the Summary of Rates and Charges in Transporter's effective Tariff multiplied by the Maximum Daily Withdrawal Quantity provided for in the FS Service Agreement.

Effective Date: 11/01/1994 Status: Effective  
FERC Docket: RP93-147-006

**First Revised Sheet No. 97** First Revised Sheet No. 97 : Effective  
Superseding: Original Sheet No. 97

RATE SCHEDULE FS  
FIRM STORAGE SERVICE (continued)

- (b) Space Charge - A Space Charge which shall be equal to the applicable Space Rate After Current Adjustment shown in the Summary of Rates and Charges in Transporter's effective Tariff multiplied by the Maximum Storage Quantity provided in the FS Service Agreement.
- (c) Injection and Withdrawal Charge - An Injection Charge which shall be equal to the applicable Injection Rate After Current Adjustment shown in the Summary of Rates and Charges in Transporter's effective Tariff multiplied by the quantity scheduled by Shipper in that month for injection and delivered to the FS Service Point; and a Withdrawal Charge which shall be equal to the Withdrawal Rate After Current Adjustment shown in the Summary of Rates and Charges in Transporter's effective Tariff multiplied by the quantity designated by Shipper in that month for withdrawal from Transporter's underground storage facilities for delivery to Shipper.
- (d) Fuel and Losses - Shipper shall deliver to the FS Service Point the quantity of gas specified for fuel and losses associated with this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas designated by Shipper for injection into Transporter's underground storage facilities for Shipper's account multiplied by the applicable fuel and loss retention percentage shown in the Summary of Rates and Charges in Transporter's effective Tariff.
- (e) Overrun Charge - A Shipper may be subject to Overrun Charges pursuant to Section 7 below.
- (f) Incidental Charges - In addition to the charges listed in Sections 5.1(a)-(e) of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any FERC filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder. Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the executed FS Service Agreement.

Effective Date: 10/01/1998 Status: Effective  
FERC Docket: RP98-378-000

**Fifth Revised Sheet No. 98** Fifth Revised Sheet No. 98 : Effective  
Superseding: Substitute Third Revised Sheet No. 98

RATE SCHEDULE FS  
FIRM STORAGE SERVICE (continued)

- 5.2 The rates charged by Transporter for all gas injected into, held in, or withdrawn from storage under this FS Rate Schedule are the applicable maximum FS rates set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff provided, however, Transporter has the right at any time and from time to time to adjust the rate applicable to any service, upon notice to Shipper, to any level not less than the minimum rates or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff. In the event that Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the FS Service Agreement, said rate will be set forth in the FS Service Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 3.1 of the pro forma service agreement applicable to this Rate Schedule FS.
- 5.3 Minimum Bill
- The Minimum Bill for each month shall consist of the sum of all charges set forth in Section 5 of this Rate Schedule.
- 5.4 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

RATE SCHEDULE FS  
FIRM STORAGE SERVICE (continued)

6. EXCUSE OF PERFORMANCE

- 6.1 If Transporter fails to tender for delivery on any one or more days the quantity of natural gas which Shipper has scheduled for receipt at the FS Service Point, up to the maximum quantity which Transporter is obligated by the FS Service Agreement to deliver to Shipper, then the charges as otherwise computed hereunder shall be reduced by an amount equal to:

$$(\text{Scheduled Volumes} - \text{Tendered Volumes}) \times (\text{Deliverability Rate After Current Adjustment} \times (12 \times \text{MDWQ}) / \text{MSQ})$$

If Transporter's failure to perform is due to a force majeure event as set forth in Article X of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will not be obligated to reduce Shipper's charges, in the manner described above for failure to tender delivery at a primary or secondary delivery point(s). If Transporter's failure to perform is due to a routine, non-emergency maintenance event as set forth in Article X of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will not be obligated to reduce Shipper's charges, in the manner described above, for failure to tender delivery at a secondary delivery point(s) if Shipper re-nominates and Transporter re-schedules delivery to Shipper's primary delivery point(s).

7. AUTHORIZED OVERRUNS

- 7.1 Injection/Withdrawal Quantities - Upon request of Shipper, Transporter may receive or redeliver quantities of gas in excess of Shipper's MDIQ or MDWQ under this Rate Schedule if, in Transporter's sole judgement, operating conditions permit such overrun ("Authorized Overruns") provided, however, that in no event is Shipper allowed to withdraw gas in excess of Shipper's Storage Balance at the time of the request, nor inject gas in excess of Shipper's Maximum Storage Quantity.

NAESB Standard 1.3.19 (Version 1.8) states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overrun injections or withdrawals must be nominated through PASSKEY or by fax when necessary.

Any service interruption associated with Authorized Overruns will be scheduled in accordance with Article III, Section 6 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Shipper shall pay Transporter the applicable Authorized Overrun Charge as set forth herein on all Authorized Overrun volumes in excess of the applicable daily quantity; provided that Authorized Overrun Charges shall not apply to that portion of a Shipper's Authorized Overrun injection volumes that when combined with Shipper's firm injection nominations at the FS Service Point do not exceed Shipper's Maximum Daily Withdrawal Quantity. Provided further that if the quantities in excess of Shipper's MDIQ or MDWQ were scheduled in order to make up for prior

RATE SCHEDULE FS  
FIRM STORAGE SERVICE (continued)

interruptions in firm services pursuant to Article III, Section 6 of the General Terms and Conditions of Transporter's FERC Gas Tariff, and to the extent that Shipper did not receive deliverability charge credits with respect to those quantities, then Shipper will not be assessed an Authorized Overrun Charge with respect to those quantities.

- 7.2 Storage Quantities - Transporter shall provide notice to Shipper in the event that Shipper's Storage Balance falls below ten percent of Shippers Maximum Storage Quantity. To the extent that Shipper withdraws amounts in excess of Shipper's then current Storage Balance, such excess amounts shall be charged the maximum applicable loan rate under Rate Schedule PAL for each day that the Shipper's Storage Balance is negative. If the Shipper's Storage Balance is still negative at the end of the month, then the amounts overdrawn shall be deemed as a purchase of Transporter's inventory at the weekly spot price corresponding to the days that the excess withdrawals occurred for the month as published in Gas Daily. Injections in excess of a Shipper's Maximum Storage Quantity shall be treated as service under Rate Schedule IS.

8. TRANSFER OF GAS IN-PLACE

- 8.1 Shipper may transfer all or a portion of its Storage Balance to Transporter, another party or to its other storage account(s) on a daily basis provided that Shipper has all necessary authority to sell the gas, and that (a) the transferee of the storage account(s) has a storage service agreement with Transporter under Rate Schedules FS or IS with the same injection and withdrawal point as Shipper's FS Service Point, (b) transferee acknowledges transfer of the gas, and (c) Shipper's and transferee's transportation service agreements to move gas to storage are under Rate Schedules FT-A, FT-G, PAT, IT or IT-X.
- 8.2 In addition, in the event Shipper owns gas in a storage field(s) jointly owned by Transporter and a third party storage provider, Shipper may transfer that gas from Shipper's account under its storage contract with the third party storage provider to Shipper's account with Transporter or vice-versa if each of the following conditions are met: (a) such a transfer is operationally feasible as determined by Transporter; (b) the third party storage provider consents to the transfer; (c) all affected storage fields are jointly owned by Transporter and the same third party storage provider and Shipper has a storage contract with the third party storage provider covering storage at all affected storage fields; and (d) Shipper's transportation service agreement(s) to move gas to storage on Transporter are under Rate Schedules FT-A, FT-G, PAT, IT or IT-X.
- 8.3 Transfer of inventory to another storage shipper or as payback to Transporter shall not constitute a withdrawal for purposes of the limits on Conditional Deliverability entitlements.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 100A** Second Revised Sheet No. 100A : Effective  
Superseding: First Revised Sheet No. 100A

RATE SCHEDULE FS  
FIRM STORAGE SERVICE (continued)

8.4 At least one business day prior to the effective date of the proposed in-place transfer, the Shipper and transferee will notify Transporter of the proposed sale. Notification will be via PASSKEY during business hours and contain the names of both parties, the effective date of the proposed transfer, the volume of gas to be transferred, the FS Service Point into which the gas was injected, and a statement that the conditions of section 8.1 have been met. Such notice through PASSKEY shall be followed by written notification signed by both parties. Title transfer of FS gas will occur at the beginning of the designated effective day of the transfer.

9. ONE-TIME INVENTORY CHARGE

All Shippers electing new storage service or electing to increase their Maximum Storage Quantities pursuant to the service election procedures in Docket No. RS92-23, exclusive of those Shippers who effect an increase in their Maximum Storage Quantities through an assignment of capacity from another Shipper, shall pay Transporter a one-time charge. For each such Shipper, the charge shall equal to 98% of the increase in its Maximum Storage Quantity multiplied by the sum of the last effective commodity rate after adjustment under the Rate Schedule CD for the applicable zone and \$2.59.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Fourth Revised Sheet No. 101** Fourth Revised Sheet No. 101 : Effective  
Superseding: Second Revised Sheet No. 101

RATE SCHEDULE FS  
FIRM STORAGE SERVICE (continued)

The inventory cost shall be computed as of the date of Shipper's increase in its Maximum Storage Quantity and Shipper's Storage Balance shall be increased commensurately and concurrently. Shipper shall pay this one-time charge on the next billing date following the increase in its Maximum Storage Quantity.

10. WARRANTY OF TITLE TO GAS AND OTHER WARRANTIES

10.1 Shipper warrants that it will have good title to all gas delivered to Transporter at the time of such delivery for injection, free and clear of all liens, encumbrances, and claims whatsoever. Shipper will indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of the adverse claims of any or all persons to said gas prior to receipt of said gas by Transporter for Shipper's account and after delivery of said gas by Transporter to or for Shipper's account.

10.2 Transporter agrees to indemnify and save Shipper harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of adverse claims of any and all persons to the natural gas during its storage hereunder by Transporter for Shipper.

11. TERMINATION OF CONTRACT

Shipper must withdraw or transfer its Storage Balance on or before the date of expiration of its FS Service Agreement. To the extent that Shipper fails to dispose of its entire Storage Balance, Transporter shall retain and take title to Shipper's remaining Storage Balance, at no cost to Transporter. However, to the extent Shipper nominates in accordance with the terms of its contract to effectuate such removals and Transporter is unable to schedule Shipper's nomination, the specified time frame will be extended accordingly.

Service shall not cease upon the expiration of an FS Service Agreement of a Shipper whose original service agreement contained a waiver of pregranted abandonment until the effective date of abandonment as specified by order of the FERC.

12. The General Terms and Conditions of Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00-229-000

**First Revised Sheet No. 102** First Revised Sheet No. 102 : Effective  
Superseding: Substitute Original Sheet No. 102

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available to any party (hereafter Shipper) to the extent that:
- (a) storage capacity is available as determined by Transporter from time to time; and
  - (b) the Shipper enters into an Interruptible Storage Service (IS) Agreement (Service Agreement) with Transporter pursuant to section 2 below.
- 1.2 For the purpose of determining availability of service in processing requests for IS service, Transporter will not be required to grant any such request for interruptible storage:
- (a) that could interfere with efficient or effective operation of its system or with service to firm customers;
  - (b) that would require construction, modification, expansion, or acquisition of facilities; provided, however, that Transporter may agree to construct, modify, expand, or acquire facilities to perform such service; or
  - (c) if Transporter determines that Shipper is not creditworthy under Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 Shipper is responsible for arranging for the separate transportation of its gas to and from its IS Service Point(s).

2. QUALIFICATION FOR SERVICE

- 2.1 Subject to the conditions set forth in Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will accept any complete, valid request for service under Rate Schedule IS.
- 2.2 In accord with Article XXVIII of the General Terms and Conditions, after processing Shipper's request, Shipper will be provided a Service Agreement reflecting the service requested. In the event the Service Agreement is not executed by Shipper within 30 days of Transporter tendering the agreement, the Service Agreement and storage service request will be null and void.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**First Revised Sheet No. 103** First Revised Sheet No. 103 : Effective  
Superseding: Original Sheet No. 103

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE (continued)

3. APPLICABILITY AND CHARACTER OF IS SERVICE

- 3.1 The IS rate schedule applies to all interruptible storage service rendered pursuant to an executed Service Agreement providing for a Maximum Storage Quantity (MSQ). IS service will only be available to the extent that injection, storage, and withdrawal capacity is not required to satisfy Transporter's firm obligations under its firm rate schedules or to otherwise ensure efficient and effective operations.
- 3.2 IS service may be interrupted whenever necessary for Transporter to serve a higher priority customer, to maintain service quality, or to maintain efficiency, flexibility, and integrity of its system. Transporter, in its reasonable discretion, may interrupt service if it deems such interruption necessary due to operating conditions and system requirements or to ensure that Transporter can render services to its other customers in accordance with priorities set out in section 7 below.
- 3.3 Transporter may at any time notify Shipper of an interruption pursuant to sections 3.1 and 3.2 above, in which event Shipper must immediately cease deliveries to or receipts of IS gas from Transporter, in whole or in part, as directed by Transporter. Additionally, Transporter may require Shipper to withdraw all, or any portion, of its Storage Inventory. If Shipper is required by Transporter to withdraw IS gas, Shipper, within 24 hours of notice from Transporter, shall withdraw and receive under a transportation agreement such gas at a minimum daily rate of 11.11 percent of the required withdrawals unless otherwise agreed to by Transporter. Such withdrawals shall not be avoided by transferring gas under Section 10, unless such transfer is to a FS Shipper; provided that the transfer cannot be effected if it will cause the FS Shipper to exceed the Maximum Storage Quantity under its FS Service Agreement. To the extent that Transporter is unable to schedule receipt of the IS withdrawal gas from Shipper's IS service point within the ten day period allotted for such withdrawal, the period will be extended accordingly.

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE (continued)

- 3.4 In the event that Transporter is able to schedule receipt of IS gas that Transporter requires Shipper to withdraw and Shipper fails to withdraw it within the ten day period (or other period agreed to by Transporter), Transporter will take title to such IS storage inventory that Shipper was instructed to withdraw, at no cost to Transporter, free and clear of any adverse claims and shall be held harmless from any claims resulting from the Shipper's forfeiture of this gas.
- 3.5 The value of any gas forfeited by Shippers under Sections 3.3 and 3.4 above will be credited to cashout activity as specified in Section 7(f) of Rate Schedule LMS-MA. The value credited will be commensurate to the cashout as determined in accordance with the procedures established in Rate Schedule LMS-MA for the month in which the forfeiture occurred.
- 3.6 Transporter's notice to Shipper to interrupt service may be oral and will be confirmed by electronic facsimile or letter.
- 3.7 Transporter will receive Shipper's quantities of gas and inject them, less applicable fuel, into storage in accordance with Section 5 of this rate schedule for the Shipper's account. Transporter will withdraw from storage for Shipper, in accordance with Section 6 of this rate schedule, quantities of gas from Shipper's storage inventory and deliver such quantities to or for the Shipper's account. Such injections, storage, and withdrawals are fully interruptible.
- 3.8 Transporter may curtail service to any Shipper who is delinquent in payments under the IS Service Agreement, effective 15 days following written notice by Transporter.

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE (continued)

- 3.9 Transporter is free to contract at any time with other parties for new storage service (whether firm or interruptible) without liability for any resulting interruption or reduction of service hereunder. Shipper indemnifies and holds Transporter harmless from and against any and all losses, damages, or expenses of every kind and character which Transporter or Shipper may suffer, sustain or be liable for as the result of any interruption or reduction of service pursuant to this Rate Schedule IS.
4. DEFINITIONS
- 4.1 Maximum Storage Quantity (MSQ) is the maximum quantity of storage gas the Shipper is permitted to have in storage at any time as specified in the executed Service Agreement.
- 4.2 Storage Inventory is the quantity of gas in storage at any time under the Rate Schedule IS for the Shipper's account.
- 4.3 IS Service Point will be Transporter's compressor station 40, Transporter's main line valve 121, or Transporter's compressor station 313, as specified in the Service Agreement for Rate Schedule IS.
5. INJECTION PROVISIONS
- 5.1 Unless otherwise interrupted, for any day during which Shipper wishes to inject gas under this rate schedule, Shipper must nominate to Transporter the quantity of gas to be injected into storage at the IS Service Point in the Service Agreement. Under no circumstances can this quantity exceed the amount scheduled for delivery under the Shipper's transportation agreements to the selected IS Service Point. Any injections or transfers of gas to a Storage Account under this Rate Schedule shall be counted as Shipper's daily balance for a period of no less than one day.
- 5.2 From time to time, Transporter may request that the Shipper provide an estimate of monthly injections for the upcoming month. Such estimates must be provided in writing by the 15th day following Transporter's request.
- 5.3 In the event that Transporter determines that IS injection nominations at a given IS Service Point on any day exceed Transporter's capability to provide such service, service will be scheduled/interrupted in accordance with section 7 below.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Fourth Revised Sheet No. 106** Fourth Revised Sheet No. 106 : Effective  
Superseding: Second Revised Sheet No. 106

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE (continued)

6. WITHDRAWAL PROVISIONS

- 6.1 Unless otherwise interrupted, for any day during which Shipper wishes to withdraw gas under this rate schedule, Shipper must nominate the quantity of gas to be withdrawn from storage and specify the IS Service Point from which it is to be delivered to Transporter. Withdrawals may only occur from the IS Service Point at which Shipper's IS gas was received by Transporter. The requested withdrawal quantity must equal the amount scheduled for transportation, pursuant to the Shipper's transportation agreements with Transporter or with a third party transporter, as applicable, from the IS Service Point.
- 6.2 From time to time, Transporter may request that the Shipper provide an estimate of monthly withdrawals for the upcoming month. Such estimates must be provided in writing by the 15th day following Transporter's request.
- 6.3 In the event that Transporter determines that IS withdrawal nominations at a given IS Service Point on any day exceed Transporter's capability to provide such service, service will be scheduled/interrupted in accordance with section 7 below.
- 6.4 To the extent Shipper withdraws amounts in excess of Shipper's then current Storage Inventory, such excess amounts shall be charged the maximum applicable loan rate under Rate Schedule PAL for each day that the Shipper's Storage Balance is negative. If the Shipper's Storage Balance is still negative at the end of the month, then the amounts overdrawn shall be deemed as a purchase of Transporter's inventory at the weekly spot price corresponding to the days that the excess withdrawals occurred for the month as published in Gas Daily.

7. PRIORITY OF SERVICE AND CURTAILMENT

- 7.1 Service hereunder shall be interruptible and have an equal priority to interruptible transportation service. Service will be scheduled on a daily or other periodic basis as necessary for Transporter to ensure service to its customers in accordance with the above priorities and to meet operational requirements of Transporter's system.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Second Sub First Revised Sheet No. 107** Second Sub First Revised Sheet No. 107 : Effective  
Superseding: Original Sheet No. 107

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE (continued)

- 7.2 In the event that Transporter has insufficient capability to receive and inject into storage at a given IS Service Point all quantities of IS gas requested by Shippers to be injected into storage on any day, then Transporter will schedule injections at that point among such Shippers based first on the Storage Charge payable, such that Shippers who pay higher rates are curtailed after those who pay lower rates; and in the event more than one Shipper is paying a given Storage Charge, then service interruption will be allocated pro rata based on each Shipper's share of scheduled nominations for that Service Point at the time of curtailment; provided, however, that the injection quantity must equal the quantity scheduled for delivery to that IS Service Point.
- 7.3 In the event that Transporter has insufficient capability to withdraw from storage all quantities of IS gas requested by Shippers to be withdrawn from storage at a given IS Service Point on any given day, then Transporter will schedule withdrawals at that point among such Shippers based first on the Storage Charge payable, such that Shippers who pay higher rates are curtailed after those who pay lower rates; and, in the event more than one Shipper is paying a given Storage Charge, then service interruption will be allocated pro rata among affected Shippers based on scheduled withdrawal nominations at the time of curtailment; provided, however, that a Shipper's withdrawal quantity must equal the IS quantity scheduled for receipt from that IS Service Point.
- 7.4 To the extent that interruption of this storage service is required to satisfy Transporter's firm storage obligations, to accommodate firm obligations under its firm rate schedules, or to meet operational requirements, Transporter will allocate the necessary interruption of IS storage service based first on the Storage Rate payable, such that Shippers who pay higher rates are curtailed after those who pay lower rates. If there is more than one Shipper with the same Storage Rate payable, any service interruption will be allocated pro rata among affected Shippers based on the ratio a Shipper's storage inventory at the time of curtailment bears to the total of all affected Shippers' storage inventories. This assessment will be based on Transporter's best available information at the time of curtailment.
8. RATES AND CHARGES
- 8.1 The applicable maximum per Dth rates are those set forth in the Summary of Rates and Charges applicable to the IS Service Points. The charges cover only interruptible storage service. Shipper shall pay the following charges:

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FERC Docket: RP95-112-009

**Second Sub First Revised Sheet No. 108** Second Sub First Revised Sheet No. 108 : Effective  
Superseding: Original Sheet No. 108

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE (continued)

- (a) Storage Charge - A monthly Storage Charge which shall be equal to:

|               |   |               |
|---------------|---|---------------|
| Storage Rate  |   | Monthly       |
| After Current |   | Weighted      |
| Adjustment    | X | Average Daily |
| (\$/Dth)      |   | Balance       |
|               |   | (Dth)         |

The daily balance shall be determined by adding the Storage Balance as of the beginning of each gas day and the injections or transfers to the Storage Account for that gas day.

- (b) Injection and Withdrawal Charge - An Injection Charge which shall be equal to:

|                |   |                      |
|----------------|---|----------------------|
| Injection Rate |   | Daily                |
| After Current  | X | Scheduled            |
| Adjustment     |   | Injection Quantities |
| (\$/dth)       |   | (dth)                |

A Withdrawal Charge which shall be equal to:

|                 |   |                 |
|-----------------|---|-----------------|
| Withdrawal Rate |   | Daily Scheduled |
| After Current   | X | Withdrawal      |
| Adjustment      |   | Quantities      |
| (\$/dth)        |   | (dth)           |

- (c) Fuel and Losses - Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering storage service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to:

|                         |   |               |
|-------------------------|---|---------------|
| Quantity of Gas         |   | Applicable    |
| Scheduled for Injection | X | Fuel and Loss |
|                         |   | Retention %   |

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FERC Docket: RP98-378-000

**Second Revised Sheet No. 108A** Second Revised Sheet No. 108A : Effective  
Superseding: Second Sub Original Sheet No. 108A

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE (continued)

- (d) Incidental Charges - In addition to the other charges listed in this section, Transporter shall charge Shipper an amount to recoup any FERC filing or similar fees not previously paid by Shipper which Transporter incurs in rendering service for Shipper hereunder ("Incidental Charges"). Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the IS Service Agreement.
- 8.2 The rates charged by Transporter for all gas injected into, held in, or withdrawn from storage under this IS Rate Schedule are the applicable maximum IS rates set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rate applicable to any service to any level not less than the minimum rates or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff. In the event Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the IS Service Agreement, said rate will be set forth in the applicable IS Service Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 3.1 of the pro forma service agreement applicable to this Rate Schedule IS.

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE (continued)

- 8.3 Crediting of Revenues - Transporter shall credit 50% of the net revenues collected during each annual period under this Rate Schedule in excess of the cost of service allocated to this service in the manner described below. Subsequent to Transporter's recovery of all costs allocated to this Rate Schedule, all net revenues received by Transporter under this Rate Schedule shall be credited to the deliverability charge component of the rates of Shippers receiving service under Rate Schedule FS, pro rata based on Maximum Daily Withdrawal Quantities. For the purpose of this Section, "net revenues" shall mean all revenues received by Transporter for interruptible storage service less variable costs and applicable surcharges.
- 8.4 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

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FERC Docket: RP96-312-000

**Original Sheet No. 109A** Original Sheet No. 109A : Effective

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE (continued)

9. WARRANTY OF TITLE TO GAS AND OTHER WARRANTIES

- 9.1 Shipper warrants that it will have good title to all gas delivered to Transporter at the time of such delivery for injection, free and clear of all liens, encumbrances, and claims whatsoever. Shipper will indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of the adverse claims of any or all persons to said gas prior to receipt of said gas by Transporter for Shipper's account and after delivery of said gas by Transporter to or for Shipper's account.
- 9.2 Transporter agrees to indemnify and save Shipper harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of adverse claims of any and all persons to the natural gas during its storage hereunder by Transporter for Shipper.
- 9.3 Pursuant to section 3.4, Shipper specifically indemnifies Transporter from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from the forfeiture of gas which Shipper was instructed to withdraw and was able to schedule for transportation during the ten day extraction period (or other period agreed to by Transporter), but failed to do so.

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE (continued)

10. TRANSFER OF GAS IN-PLACE

10.1 Except as provided in Section 3.3 of this Rate Schedule, Shipper may transfer a portion of Shipper's Storage Inventory on a daily basis to Transporter, another party or to its other storage account(s) provided that Shipper has all necessary authority to sell the gas; and that (a) the transferee of the storage account(s) has a storage service agreement with Transporter under Rate Schedules FS or IS with the same injection and withdrawal point as Shipper's IS Service Point, (b) transferee acknowledges transfer of the gas; and (c) Shipper's and transferee's transportation service agreements to move gas to storage are under the Rate Schedules FT-A, FT-G, PAT, IT or IT-X.

10.2 In addition, in the event Shipper owns gas in a storage field(s) jointly owned by Transporter and a third party storage provider, Shipper may transfer that gas from Shipper's account under its storage contract with the third party storage provider to Shipper's account with Transporter or vice-versa if each of the following conditions are met: (a) such a transfer is operationally feasible as determined by Transporter; (b) the third party storage provider consents to the transfer; (c) all affected storage fields are jointly owned by Transporter and the same third party storage provider and Shipper has a storage contract with the third party storage provider covering storage at all affected storage fields; and (d) Shipper's transportation service agreements to move gas to storage are under Rate Schedules FT-A, FT-G, PAT, IT or IT-X.

10.3 At least one business day prior to the effective date of the proposed in-place transfer, the Shipper and the transferee will notify Transporter of the proposed transfer. Notification will be via PASSKEY and contain the names of both parties, the effective date of the proposed transfer, the volume of gas to be transferred, the IS Service Point into which the gas was injected, and a statement that the conditions of section 10.1 have been met. Such notification by PASSKEY shall be followed by a written notification signed by both parties. Title transfer of the IS gas will occur at that start of the designated effective date of the transfer.

11. TERMINATION OF CONTRACT

Shipper must withdraw its Storage Balance on or before the expiration of its storage contract. If Shipper fails to withdraw its entire Storage Balance or fails to transfer such Storage Balance prior to the expiration of its

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FERC Docket: RP00-477-005

**Second Revised Sheet No. 110A** Second Revised Sheet No. 110A : Effective  
Superseding: Original Sheet No. 110A

RATE SCHEDULE IS  
INTERRUPTIBLE STORAGE SERVICE (continued)

contract, then Transporter shall retain and take title to Shipper's remaining Storage Balance, at no cost to Transporter. However, to the extent Shipper nominates in accordance with the terms of its contract to effectuate such removals and Transporter is unable to schedule Shipper's nomination, the specified time frame will be extended accordingly.

12. GENERAL TERMS AND CONDITIONS

All of Transporter's General Terms and Conditions are incorporated as part of this Rate Schedule.

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*FERC Docket: RP05-249-000*

**First Revised Sheet No. 111** First Revised Sheet No. 111 : Effective  
Superseding: Substitute Original Sheet No. 111

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*FERC Docket: RP05-249-000*

**First Revised Sheet No. 112** First Revised Sheet No. 112 : Effective  
Superseding: Original Sheet No. 112

Sheet No. 112 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**First Revised Sheet No. 113** First Revised Sheet No. 113 : Effective  
Superseding: Original Sheet No. 113

Sheet No. 113 is Reserved for Future Use.

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**First Revised Sheet No. 114** First Revised Sheet No. 114 : Effective  
Superseding: Original Sheet No. 114

Sheet No. 114 is Reserved for Future Use.

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*FERC Docket: RP05-249-000*

**Fourth Revised Sheet No. 115** Fourth Revised Sheet No. 115 : Effective  
Superseding: Third Revised Sheet No. 115

Sheet No. 115 is Reserved for Future Use.

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*FERC Docket: RP05-249-000*

**First Revised Sheet No. 115A** First Revised Sheet No. 115A : Effective  
Superseding: Second Sub Original Sheet No. 115A

Sheet No. 115A is Reserved for Future Use.

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**First Revised Sheet No. 116** First Revised Sheet No. 116 : Effective  
Superseding: Substitute Original Sheet No. 116

Sheet No. 116 is Reserved for Future Use.

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**First Revised Sheet No. 117** First Revised Sheet No. 117 : Effective  
Superseding: Substitute Original Sheet No. 117

Sheet No. 117 is Reserved for Future Use.

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Superseding: Original Sheet No. 118

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Superseding: Original Sheet No. 119

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Superseding: Original Sheet No. 120

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Superseding: Second Revised Sheet No. 121

Sheet No. 121 is Reserved for Future Use.

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*FERC Docket: RP05-249-000*

**Second Revised Sheet No. 122** Second Revised Sheet No. 122 : Effective  
Superseding: Second Sub First Revised Sheet No. 122

Sheet No. 122 is Reserved for Future Use.

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*FERC Docket: RP05-249-000*

**First Revised Sheet No. 123** First Revised Sheet No. 123 : Effective  
Superseding: Substitute Original Sheet No. 123

Sheet No. 123 is Reserved for Future Use.

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*FERC Docket: RP05-249-000*

**First Revised Sheet No. 124** First Revised Sheet No. 124 : Effective  
Superseding: Substitute Original Sheet No. 124

Sheet No. 124 is Reserved for Future Use.

Effective Date: 11/01/1994 Status: Effective  
FERC Docket: RP94-411-001

**Third Revised Sheet No. 125** Third Revised Sheet No. 125 : Effective  
Superseding: 2nd Revised Sheet No. 125

RATE SCHEDULE PAT

PREFERRED ACCESS TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis by Tennessee Gas Pipeline Company ("Transporter") for

any Shipper:

- (a) which has requested interruptible transportation service under this Rate Schedule from Transporter pursuant to Article XXVIII, Section 2 of the General Terms and Conditions of Transporter's FERC Gas Tariff for purposes of transportation of gas withdrawn from storage facilities connected to Transporter's system between November 1 of any calendar year and March 31 of the following calendar year, inclusive (the "Winter Season"); and
- (b) which, after review and acceptance of such request by Transporter, has entered into a transportation service contract with Transporter for service under this Rate Schedule and has made a seasonal nomination determining a Maximum Daily Elected Quantity in accordance with Article 7.1 of this Rate Schedule (the "Transportation Contract"), which Transportation Contract shall be substantially in the form contained in Transporter's effective FERC Gas Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service under this Rate Schedule shall be provided on an interruptible basis during any Winter Season which occurs during the term of the Transportation Contract. Transportation service under this Rate Schedule shall be provided when and to the extent that Transporter determines that interruptible capacity is available in its existing facilities. Service under this Rate Schedule shall have priority over all other interruptible services rendered by Transporter and shall be subject to interruption only to the extent necessary for Transporter, at its sole discretion, to satisfy its firm obligations under its firm rate schedules or in the event of force majeure, and otherwise in accordance with Article III, of the General Terms and Conditions of Transporter's FERC Gas Tariff. PAT Service shall be subject to the same scheduling provisions as all other rate schedules.

Effective Date: 11/01/1994 Status: Effective  
FERC Docket: RP94-411-001

**Substitute 2nd Revised Sheet No. 126** Substitute 2nd Revised Sheet No. 126 : Effective  
Superseding: 2nd Revised Sheet No. 126

RATE SCHEDULE PAT (continued)

PREFERRED ACCESS TRANSPORTATION SERVICE

- 2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.
  - 2.3 Transporter shall not be required to transport gas under this Rate Schedule if the total quantity of gas scheduled for transportation is less than that required to operate existing compression or measurement facilities necessary to provide the transportation service.
3. DELIVERY AND RECEIPT POINTS; PRESSURES; UNIFORM QUANTITIES
- 3.1 Receipt Points: The Receipt Points at which gas may be received from Shipper for transportation by Transporter under this Rate Schedule shall be any storage service point contained in any storage service agreement between Transporter and Shipper, as well as any Receipt Point on Transporter's system that is covered by a Balancing Agreement and that is utilized by Shipper for withdrawal of quantities from third party storage connected to Transporter's system. Transporter shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas scheduled for receipt by Transporter on any day is less than that required for the accurate measurement of quantities to be received. A shipper's Receipt Points shall be listed on Exhibit A to its service agreement.
  - 3.2 Delivery Points: Any delivery point on Transporter's system that is covered by a balancing agreement under Rate schedule LMS-MA shall be eligible for designation as Delivery Points on a Shipper's Service Agreement for gas transported by Transporter under this Rate Schedule.
  - 3.3 Shipper shall deliver gas to Transporter at the pressures required from time to time to enable the gas to enter Transporter's facilities at the relevant Receipt Point. Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressures as exist from time to time at the relevant Delivery Point.
  - 3.4 Uniform Quantities: To the fullest extent practicable, Shipper shall deliver gas to Transporter, and receive gas from Transporter, in uniform hourly quantities during any day.

Effective Date: 10/01/1998 Status: Effective  
FERC Docket: RP98-378-000

**Fourth Revised Sheet No. 127** Fourth Revised Sheet No. 127 : Effective  
Superseding: Second Sub 3rd Revised Sheet No. 127

RATE SCHEDULE PAT (continued)

PREFERRED ACCESS TRANSPORTATION SERVICE

4. RATES AND CHARGES

- 4.1 Applicable Rates: The rates for service under this Rate Schedule are the applicable maximum rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, that Transporter, upon notice to Shipper, has the right at any time and from time to time to adjust the rate applicable to any transportation service provided from specified Receipt Points to specified Delivery Points to any level not less than the minimum rates nor more than the maximum rates established for service under this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rate: (a) shall apply solely to transportation service at the receipt and/or delivery points agreed to by Transporter; and (b) shall be applicable solely for the quantity of gas and term agreed to by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 5.1 of the pro forma service agreement applicable to this Rate Schedule PAT.

In the event that Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the PAT Service Agreement, then such rate will be set forth in the Service Agreement. Transporter shall file with the Commission the required reports for any rate charged which is less than the applicable maximum rates for service under this Rate Schedule.

- 4.2 New Facilities Charge: In addition to the charges pursuant to Section 4.1 of this Rate Schedule, Transporter shall charge Shipper an amount equal to the total cost to Transporter of any facilities constructed at Shipper's request in order to provide transportation service under this Rate Schedule ("New Facilities Charge"). Transporter shall not use the amounts so collected as either revenues or costs in establishing its general system rates. The applicable New Facilities Charge shall be stated in the Transportation Contract.

Effective Date: 09/01/1996 Status: Effective

FERC Docket: RP96-312-002

**Substitute Fourth Revised Sheet No. 128** Substitute Fourth Revised Sheet No. 128 : Effective  
Superseding: Fourth Revised Sheet No. 128

RATE SCHEDULE PAT (continued)

PREFERRED ACCESS TRANSPORTATION SERVICE

- 4.4 Fuel and Losses: Shipper shall furnish the quantity of gas required for fuel and losses associated with Transporter's provision of transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to: (i) the quantity of gas scheduled for delivery to Transporter, multiplied by (ii) the applicable percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the receipt and delivery zones applicable to the specific transportation service provided for Shipper hereunder; provided, however, that for any service which is rendered entirely by displacement, Shipper shall furnish only that quantity of gas which is associated with losses as shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.
- 4.5 For each month in which service is provided under the Transportation Contract, Shipper shall pay Transporter the rate specified in Section 4.1 above multiplied by the aggregate quantity of gas nominated by Shipper for transportation by Transporter during the relevant month. In addition, no later than 15 days prior to November 1 during each Winter Season which occurs under the Transportation Contract, Shipper shall prepay Transporter for the first month of service, and each month thereafter, Shipper shall continue to pay Transporter, in advance, for the service to be received in the next calendar month during the Winter Season.
- 4.6 In the event that, on any day, Shipper should fail to nominate and/or confirm or take delivery of Shipper's full Transportation Quantity, Transporter shall not make adjustments to any amount prepaid by Shipper for service hereunder on such day and will not include this volume when calculating the aggregate quantity of gas as stated in Section 7.3.
- 4.7 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have

Effective Date: 03/01/1997 Status: Effective

FERC Docket: RP95-112-019

**First Revised Sheet No. 128A** First Revised Sheet No. 128A : Effective  
Superseding: Substitute Original Sheet No. 128A

RATE SCHEDULE PAT (continued)

PREFERRED ACCESS TRANSPORTATION SERVICE

agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

Effective Date: 03/01/1997 Status: Effective  
FERC Docket: RP95-112-019

**Third Revised Sheet No. 129** Third Revised Sheet No. 129 : Effective  
Superseding: Substitute 2nd Revised Sheet No. 129

RATE SCHEDULE PAT (continued)

PREFERRED ACCESS TRANSPORTATION SERVICE

5. MINIMUM COMMODITY BILL

None.

6. SCHEDULING OF RECEIPTS AND DELIVERIES

- 6.1 No later than fifteen (15) days prior to the commencement of the Winter Season, Shipper shall submit a nomination for the aggregate quantity of gas desired by Shipper to be transported during the first month of the Winter Season following withdrawal from storage. Shipper shall make subsequent nominations for each month of the Winter Season 15 days prior to the month is to be effective. The aggregate quantity scheduled by Transporter pursuant to such nomination ("Winter Monthly Quantity") divided by the number of days in the month shall establish the Maximum Daily Elected Quantity for the applicable month; provided, however, that the Maximum Daily Elected Quantity hereunder may not exceed the sum of: (a) the Maximum Daily Withdrawal Quantity ("MDWQ"), which is specified in Shipper's applicable storage contract(s) with Transporter, to the extent that any transportation service hereunder is provided to Shipper in connection with the withdrawal of quantities from storage facilities

Effective Date: 03/01/1997 Status: Effective  
FERC Docket: RP95-112-021

**Sub First Revised Sheet No. 129A** Sub First Revised Sheet No. 129A : Effective  
Superseding: First Revised Sheet No. 129A

RATE SCHEDULE PAT (continued)

PREFERRED ACCESS TRANSPORTATION SERVICE

operated by Transporter; and (b) the maximum aggregate quantity of gas any operators of third party storage are willing to tender on a daily basis to Shipper, to the extent that any transportation service hereunder is provided to Shipper in connection with the withdrawal of quantities from third party storage.

6.2 On any day of any Winter Season during the term of the Transportation Contract, Shipper may nominate and tender to Transporter, and Transporter shall receive at the Receipt Points and deliver to the Delivery Points for Shipper's account, an Equivalent Quantity of natural gas up to Shipper's Maximum Daily Elected Quantity, plus Shipper's Fuel and Losses quantity, until Transporter has delivered an aggregate quantity during such Winter Season equal to the applicable Winter Quantity, plus Shipper's aggregate Fuel and Losses quantity, established prior to the beginning of the applicable Winter Season pursuant to Section 6.1 above. Subject to the provisions of this Rate Schedule, Transporter shall transport and deliver for Shipper's account such daily quantities tendered up to Shipper's Maximum Daily Elected Quantity.

6.3 In the event that on any day Transporter fails to schedule all of Shipper's quantities nominated for day, or to deliver all of Shipper's quantities scheduled for such day, due to Transporter's curtailment of service then Transporter shall at Shipper's option either: (a) credit any amount prepaid by Shipper for service hereunder by an amount equal to (i) the applicable Rate as specified in Section 4.1, multiplied by (ii) the aggregate quantity of gas which was nominated but not scheduled and/or scheduled but not delivered due to Transporter's curtailment of service during such month; or (b) make available to Shipper such aggregate quantities of gas as an increment to the original nominated quantities, by (i) averaging such aggregate quantities over the remaining term of the seasonal nomination for the applicable Winter Season, and (ii) increasing Shipper's remaining monthly nomination accordingly. Shipper shall notify Transporter in writing of Shipper's election of either option 6.3(a) or 6.3(b) above no later than 15 days following the end of the relevant month. If notice of such election is not timely, then Shipper shall be deemed to have elected option 6.3(b).

7. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and conditions set forth in Volume No. 1 of Transporter's effective FERC Gas Tariff are incorporated as part of this Rate Schedule.

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**First Revised Sheet No. 130** First Revised Sheet No. 130 : Effective  
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**First Revised Sheet No. 131** First Revised Sheet No. 131 : Effective  
Superseding: Original Sheet No. 131

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**First Revised Sheet No. 135** First Revised Sheet No. 135 : Effective  
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Sheet No. 137 is Reserved for Future Use.

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Superseding: First Revised Sheet No. 139

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**First Revised Sheet No. 140** First Revised Sheet No. 140 : Effective  
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Sheet No. 140 is Reserved for Future Use.

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Superseding: Substitute Original Sheet No. 141

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**First Revised Sheet No. 142** First Revised Sheet No. 142 : Effective  
Superseding: Substitute Original Sheet No. 142

Sheet No. 142 is Reserved for Future Use.

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**First Revised Sheet No. 143** First Revised Sheet No. 143 : Effective  
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**First Revised Sheet No. 144** First Revised Sheet No. 144 : Effective  
Superseding: Substitute Original Sheet No. 144

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**First Revised Sheet No. 145** First Revised Sheet No. 145 : Effective  
Superseding: Original Sheet No. 145

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**First Revised Sheet No. 146** First Revised Sheet No. 146 : Effective  
Superseding: Substitute Original Sheet No. 146

Sheet No. 146 is Reserved for Future Use.

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**Second Revised Sheet No. 147** Second Revised Sheet No. 147 : Effective  
Superseding: Substitute First Revised Sheet No. 147

Sheet No. 147 is Reserved for Future Use.

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*FERC Docket: RP05-249-000*

**First Revised Sheet No. 148** First Revised Sheet No. 148 : Effective  
Superseding: Original Sheet No. 148

Sheet No. 148 is Reserved for Future Use.

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*FERC Docket: RP05-249-000*

**First Revised Sheet No. 149** First Revised Sheet No. 149 : Effective  
Superseding: Substitute Original Sheet No. 149

Sheet No. 149 is Reserved for Future Use.

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**First Revised Sheet No. 150** First Revised Sheet No. 150 : Effective  
Superseding: Original Sheet No. 150

Sheet No. 150 is Reserved for Future Use.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 151 Original Sheet No. 151 : Effective

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis by Tennessee Gas Pipeline Company (Transporter) for any Shipper:

- (a) which has executed a Transportation Contract wherein Transporter agrees to transport natural gas on an interruptible basis for Shipper's account up to a specific maximum daily Transportation Quantity; and
- (b) which has caused its supplier of gas, if such supplier has retained processing rights to the gas delivered to Shipper, to enter into a Transportation Contract for the transportation of any liquids and any PTR quantities associated with the processing of gas received at the Receipt Point(s) under Shipper's Transportation Contract after August 1, 1992.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Interruptible transportation service under this Rate Schedule shall be provided when and to the extent that Transporter determines that capacity is available in its existing facilities. Available interruptible capacity shall be allocated among interruptible transportation Shippers based upon the rate which Transporter and Shipper have agreed to apply to a service and in accord with Article III of the General Terms and Conditions; provided, however, Transporter shall not commence service until Transporter and Shipper have executed a Transportation Contract.
- 2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.
- 2.3 Transporter shall not be required to transport gas where the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide the transportation service.

3. QUALIFICATION FOR SERVICE

- 3.1 All Shippers requesting new interruptible transportation service must qualify for service pursuant to Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**First Revised Sheet No. 152** First Revised Sheet No. 152 : Effective  
Superseding: Original Sheet No. 152

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

- 3.2 In accord with Article XXVIII of the General Terms and Conditions, a Transportation Contract shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service. In the event the Transportation Contract is not executed by Shipper within thirty days after Transporter tendered the contract, Transporter shall consider the request for service invalid.
4. DELIVERY AND RECEIPT POINTS; PRESSURES; UNIFORM QUANTITIES
- 4.1 Receipt Points: All receipt points on Transporter's system, including storage service points, shall be available as Receipt Points for gas transported under this Rate Schedule.
- Transporter shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas for transportation scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.
- 4.2 Delivery Points: All delivery points on Transporter's system covered by a Balancing Agreement shall be available as Delivery Points for gas transported by Transporter under this Rate Schedule.
- 4.3 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point. Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s).
- 4.4 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day.
5. RATES AND CHARGES
- 5.1 Applicable Rates: The rates for service under the IT Rate Schedule are the applicable maximum IT rates shown in the Summary of Rates and Charges in Transporter's effective Tariff; provided, however, Transporter, upon notice to Shipper, has the right at any time and from time to time to adjust the rate applicable to any transportation service (defined by

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FERC Docket: RP00-477-005

**Sixth Revised Sheet No. 153** Sixth Revised Sheet No. 153 : Effective  
Superseding: Fourth Revised Sheet No. 153

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

route) to any level not less than the minimum or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rate (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Transporter and (b) shall be applicable solely for the quantity and period agreed upon by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 5.1 of the pro forma service agreement applicable to this Rate Schedule IT.

In the event Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the transportation service, said rate will be set forth in the applicable Transportation Contract. Transporter shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule.

- 5.2 Facilities Charge: In addition to the other charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XVII of the General Terms and Conditions of Transporter's FERC Gas Tariff. Any applicable Facilities Charge may be stated in the Transportation Service Agreement.
- 5.3 Incidental Charges: In addition to the other charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder. Transporter shall not use the amounts so collected as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Transportation Contract.

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

- 5.5 Fuel and Losses: Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the zone of receipt and zone of delivery applicable to the transportation service. However, for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses as shown in the Summary of Rates and Charges in Transporter's effective Tariff.
- 5.6 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.
- 5.7 Incremental Lateral Charge: In addition to the other charges pursuant to this Rate Schedule, to the extent that transportation service is provided utilizing an Incremental Lateral, as defined in Article XVIII, Section 2 of the General Terms and Conditions, Transporter shall charge Shipper for each month of service an Incremental Lateral charge for the applicable Incremental Lateral(s). The Incremental Lateral Charge will be based on the applicable Incremental Lateral rate shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the dekatherms of natural gas scheduled for delivery by Transporter to Shipper utilizing the applicable Incremental Lateral. For transportation service provided solely through the applicable Incremental Lateral, only the Incremental Lateral Charge and rate adjustments pursuant to the General Terms and Conditions shall apply. In addition, Transporter shall retain a quantity of gas for fuel and losses associated with transportation utilizing the applicable Incremental Lateral.

*Effective Date: 03/01/1997 Status: Effective*

*FERC Docket: RP95-112-019*

**First Revised Sheet No. 154A** First Revised Sheet No. 154A : Effective  
Superseding: Substitute Original Sheet No. 154A

Sheet No. 154A is reserved for future use.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Fourth Revised Sheet No. 155** Fourth Revised Sheet No. 155 : Effective  
Superseding: Second Revised Sheet No. 155

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to the applicable IT rate multiplied by the quantity of natural gas scheduled by Transporter from each point of receipt to the designated point of delivery, as determined by the quantity and routing nominations scheduled by Shipper, and if applicable, the monthly bill for service shall include any New Facilities Charge pursuant to Section 5.2, any Incidental Charges pursuant to Section 5.3, any Incremental Lateral Charges pursuant to Section 5.7, and any fuel charge pursuant to Section 5.5.

7. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and conditions specified in Volume No. 1 of Transporter's FERC Tariff are incorporated as part of this Rate Schedule.

RATE SCHEDULE IT-X  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(with Hourly Scheduling Flexibility)

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis with hourly scheduling flexibility ("Hourly Scheduling Flexibility Service") by Tennessee Gas Pipeline Company ("Transporter") for any Shipper:

- (a) which has executed a Transportation Contract under this Rate Schedule IT-X; and
- (b) which has caused its supplier of gas, if such supplier has retained processing rights to the gas delivered to Shipper, to enter into a Transportation Contract for the transportation of any liquids and any PTR quantities associated with the processing of gas received at the qualified Receipt Point(s) under Shipper's Transportation Contract after August 1, 1992.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Hourly Scheduling Flexibility Service under this Rate Schedule shall be provided when and to the extent that Transporter determines that capacity is available in its existing facilities. Available interruptible capacity shall be allocated among Shippers based upon the rate which Transporter and Shipper have agreed to apply to a service and in accord with Article III of the General Terms and Conditions; provided, however, Transporter shall not commence service until Transporter and Shipper have executed a Transportation Contract.
- 2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide Hourly Scheduling Flexibility Service under this Rate Schedule.
- 2.3 Transporter shall not be required to transport gas where the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide the service.
- 2.4 Transporter shall not be required to provide Hourly Scheduling Flexibility Service at Receipt Points that are not qualified according to Section 4.1 of the Rate Schedule or at Delivery Points that do not meet the criteria set forth in Section 4.2 of this Rate Schedule.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**First Revised Sheet No. 155B** First Revised Sheet No. 155B : Effective  
Superseding: Original Sheet No. 155B

RATE SCHEDULE IT-X  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(with Hourly Scheduling Flexibility) (continued)

3. QUALIFICATION FOR SERVICE

- 3.1 All Shippers requesting new Hourly Scheduling Flexibility Service must qualify for service pursuant to Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.2 In accord with Article XXVIII of the General Terms and Conditions, a Transportation Contract under this Rate Schedule IT-X shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service. In the event the Transportation Contract is not executed by Shipper within thirty days after Transporter tendered the contract, Transporter shall consider the request for service invalid.

4. DELIVERY AND RECEIPT POINTS; PRESSURES; UNIFORM QUANTITIES

- 4.1 Receipt Points: Only qualified Receipt Points are eligible for Hourly Scheduling Flexibility Service. A Receipt Point will be deemed qualified if it is located in the same zone as the affected delivery (or in the adjacent zone or a downstream zone) and the operator of the Receipt Point (i) has a Balancing Agreement with Transporter providing for changes to physical flows on Transporter's system upon at least one hour prior notice with penalties, for failure of performance; and (ii) has the capability to verify the change in flow by real-time validation to Transporter through electronic telemetry equipment, provided that for the purpose of satisfying the proximate zone standard, zones 4 and 5 shall be considered a single zone and zone 3 shall be considered adjacent to zones 2 and 4.

Transporter shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas for transportation scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.

- 4.2 Delivery Points: Only Delivery Points on Transporter's system that are covered by a Balancing Agreement and have flow control are eligible for Hourly Scheduling Flexibility Service under this Rate Schedule.
- 4.3 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point. Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s).

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Fifth Revised Sheet No. 155C** Fifth Revised Sheet No. 155C : Effective  
Superseding: Fourth Revised Sheet No. 155C

RATE SCHEDULE IT-X  
INTERRUPTIBLE TRANSPORTATION SERVICE

(with Hourly Scheduling Flexibility) (continued)

- 4.4 Hourly Changes in Nominations: A Shipper may change its nomination effective on any hour of the day to reflect changes in quantities to be delivered under a Transportation Contract with Transporter which is associated with a qualified Receipt Point as defined in section 4.1, by notifying Transporter's Gas Control Center and the affected delivery point operator at least sixty (60) minutes in advance via telephone followed by a nomination on PASSKEY.

No hourly nomination change made pursuant to this section 4.5 shall be scheduled if the result would be a curtailment of any service which is scheduled and flowing on that day.

5. RATES AND CHARGES

- 5.1 Applicable Rates: The rates for service under this Rate Schedule are the applicable maximum IT-X rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, Transporter, upon notice to Shipper, has the right at any time and from time to time to adjust the rate applicable to any Hourly Scheduling Flexibility Service (defined by route) to any level not less than the minimum rates or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rate (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Transporter and (b) shall be applicable solely for the quantity and period agreed upon by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 5.1 of the pro forma service agreement applicable to this Rate Schedule IT-X.

In the event Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the Service Agreement, said rate will be set forth in the applicable Service Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule.

RATE SCHEDULE IT-X  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(with Hourly Scheduling Flexibility) (continued)

- 5.2 New Facilities Charge: In addition to the charges pursuant to Section 5.1 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup the cost of facilities constructed at the Shipper's request in order to provide Hourly Scheduling Flexibility Service under this Rate Schedule. Transporter shall not use the amounts so collected as either revenues or costs in establishing its general system rates. The applicable New Facilities Charge shall be stated in the Transportation Contract.
- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder. Transporter shall not use the amounts so collected as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Transportation Contract.
- 5.4 Fuel and Losses: Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable percentage shown in the Summary of Rates and Charges in Transporter's effective Tariff for the receipt and delivery zones applicable to the service; provided, however, for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses as shown in the Summary of Rates and Charges. Upon mutual agreement of Transporter and Shipper, Transporter shall furnish during any month gas required for fuel and losses and charge for such gas as a cash out of imbalances at the applicable receipt points in the 0-5% range under Rate Schedule IMS.

Effective Date: 03/01/1997 Status: Effective  
FERC Docket: RP95-112-019

**Third Revised Sheet No. 155E** Third Revised Sheet No. 155E : Effective  
Superseding: Substitute Second Revised Sheet No. 155E

RATE SCHEDULE IT-X  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(with Hourly Scheduling Flexibility) (continued)

5.5 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to the applicable IT-X rate multiplied by the quantity of natural gas scheduled by Transporter from each point of receipt to the designated point of delivery, as determined by the quantity and routing nominations scheduled by Shipper, and if applicable, the monthly bill for service shall include any New Facilities Charge pursuant to Section 5.2, any Incidental Charges pursuant to Section 5.3, and any Fuel Charge pursuant to Section 5.4, and any applicable surcharges shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.

7. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and conditions specified in Volume No. 1 of Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

Effective Date: 08/01/1996 Status: Effective  
FERC Docket: RP96-275-000

**Second Revised Sheet No. 156** Second Revised Sheet No. 156 : Effective  
Superseding: First Revised Sheet No. 156

RATE SCHEDULE FT-A  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by Tennessee Gas Pipeline Company (Transporter) for any Shipper:

- (a) which has executed a Transportation Contract wherein Transporter agrees to transport natural gas for Shipper's account up to a specific maximum daily Transportation Quantity; and
- (b) which has caused its supplier of gas, if such supplier has retained processing rights to the gas delivered to Shipper, to enter into a Transportation Contract for the transportation of any liquids and any PTR quantities associated with the processing of gas received at the Receipt Point(s) under Shipper's Transportation Contract after August 1, 1992.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Firm transportation service under this Rate Schedule shall be provided (i) to sales customers which have converted their firm sales entitlement to firm transportation service, (ii) to firm transportation customers who have converted their firm service under other rate schedules to service under this Rate Schedule, (iii) to the extent Transporter determines firm capacity is available, and (iv) if Shipper has satisfied the requirements of Articles III and XXVIII of the General Terms and Conditions; provided, however, Transporter shall not commence service until Transporter and Shipper have executed a Transportation Contract. Shipper shall have the right to enter into one or more transportation contracts for the service provided under this Rate Schedule, including the right to enter into separate transportation contracts for the transportation of gas downstream of the Pooling Point(s) as set forth in Section 14.1 of Article III of the General Terms and Conditions and for the transportation of gas upstream of the Pooling Points.

2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.

Effective Date: 11/01/2009 Status: Effective  
FERC Docket: RP09-194-000

**Third Revised Sheet No. 157** Third Revised Sheet No. 157  
Superseding: Second Revised Sheet No. 157

RATE SCHEDULE FT-A  
FIRM TRANSPORTATION SERVICE (continued)

- 2.3 Transporter shall not be required to transport gas where the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide the transportation service.
3. QUALIFICATION FOR SERVICE
  - 3.1 All Shippers requesting firm transportation service must qualify pursuant to Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.
  - 3.2 All Shippers requesting firm transportation service must execute a Transportation Service Agreement in accord with the provisions of Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.
4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES
  - 4.1 Primary Receipt Points: Subject to the availability of capacity, any receipt point on Transporter's system, including storage service points and Pooling Area Points, shall be eligible for designation as a Primary Receipt Point for gas transported under this Rate Schedule. Transporter shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas for transportation scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received. With regard to Transportation Contracts entered into after June 25, 1991, Shipper shall be required to notify Transporter if both (i) a Shipper does not deliver gas at a Primary Receipt Point that is capacity constrained at an average daily quantity greater than 30% of Shipper's maximum daily quantity at that receipt point under Shipper's Transportation Contract under this Rate Schedule over any twelve calendar month period and (ii) the Shipper does not have a gas supply contract at that point which has demand, take-or-pay, deficiency or other fixed charge obligations.

RATE SCHEDULE FT-A  
FIRM TRANSPORTATION SERVICE (continued)

Upon receipt of such notice, (i) Shipper's Transportation Contract will then be amended to reduce the maximum daily delivery quantity at that Primary Receipt Point to an amount equal to 10/3 of the average daily deliveries at such point for such twelve calendar month period and (ii) Transporter shall post on PASSKEY the availability of that point for Primary Receipt Point designations. Shipper will be able to designate a replacement Primary Receipt Point on the same Supply Leg.

- 4.2 Secondary Receipt Points: All receipt points on Transporter's system within Shipper's Transportation Path shall be available as Secondary Receipt Points up to the maximum daily quantity that is applicable to the Primary Receipt Points in Shipper's Transportation Path.
- 4.3 Primary Delivery Points: Subject to availability of capacity any delivery point on Transporter's system, including Pooling Area Points, that is covered by a Balancing Agreement ("eligible delivery point") shall be eligible for designation in Shipper's transportation agreement as a Primary Delivery Point for gas transported by Transporter under this Rate Schedule.
- 4.4 Secondary Delivery Points: A Shipper under this rate schedule may use as a Secondary Delivery Point any eligible delivery point on Transporter's system which is within the Transportation Path.
- 4.5 Contract Quantities at Delivery Points: Except as allowed by Section 4.6, the sum of the maximum daily delivery quantities applicable to all of a Shipper's Primary Delivery Points may not exceed the maximum daily quantity under the Shipper's Transportation Agreement.
- 4.6 Grandfathered Delivery Point Capacity: A Shipper which was receiving firm sales or transportation service on the day prior to the effective date of Fifth Revised Vol. No. 1 of this tariff may transfer to a new agreement the delivery point capacity and delivery point pressures stated in its former firm sales or transportation service agreement; the Shipper shall be allowed to divide that stated capacity among one or more new agreements so that the total aggregate delivery point capacity is preserved.
- 4.7 Change of Primary Points: Subject to agreement by Transporter, a Shipper may elect to substitute new points for the Primary Delivery or Receipt Points in its service agreement. Such changes may be affected by prior notice to Transporter of 30 days if in writing or 15 days if by PASSKEY. All such changes must be reflected in an amended service agreement and shall be effective at the commencement of the following month. Transporter shall not be required to accept an amendment if there is inadequate capacity available to render the new service or if the change would reduce the reservation charges applicable to the agreement.

Effective Date: 04/01/2008 Status: Effective  
FERC Docket: RP08-234-000

**Seventh Revised Sheet No. 159** Seventh Revised Sheet No. 159 : Pending  
Superseding: Substitute Sixth Revised Sheet No. 159

RATE SCHEDULE FT-A  
FIRM TRANSPORTATION SERVICE (continued)

- 4.8 Extended Receipts: Shipper may use points not in its Transportation Path as defined in Section 26 of Article I of the General Terms and Conditions subject to the priority specified in Section 5(d) of Article III of the General Terms and Conditions. In order to use such points, Shipper must request Extended Receipt Service by designating the Extended Receipt Service zone from which Shipper desires to extend service ("Extension Zone") and nominating in PASSKEY the following information: (i) the point at which Shipper desires to receive gas ("Extended Receipt Point") and (ii) the requested quantity to be received at the point. Termination of the underlying agreement shall terminate any Extended Receipt Service. This service will be subject to an additional usage charge from the Extension Zone to the Extended Zone containing the Extended Receipt Point as specified in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.
- 4.9 Extended Deliveries: Shipper may use points not in its Transportation Path as defined in Section 26 of Article I of the General Terms and Conditions subject to the priority specified in Section 5(d) of Article III of the General Terms and Conditions. In order to use such points, Shipper must request Extended Delivery Service by designating the Extended Delivery Service zone from which Shipper desires to extend service ("Extension Zone") and nominating in PASSKEY the following information: (i) the point at which Shipper desires to deliver gas ("Extended Delivery Point") and (ii) the requested quantity to be delivered at the point. Termination of the underlying agreement shall terminate any Extended Delivery Service. This service shall be subject to an additional usage charge from the Extension Zone to the Extended Zone containing the Extended Delivery Point as specified in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.

Effective Date: 07/10/1999 Status: Effective  
FERC Docket: GT99- 26-003

**Substitute Third Revised Sheet No. 159A** Substitute Third Revised Sheet No. 159A : Effective  
Superseding: Second Revised Sheet No. 159A

RATE SCHEDULE FT-A  
FIRM TRANSPORTATION SERVICE (continued)

- 4.10 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s).
- 4.11 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day. Subject to Transporter's operating conditions, during any given day Transporter will allow Shipper to deliver or receive gas at an hourly rate that may exceed 1/24th of Shipper's scheduled quantities.

5. RATES AND CHARGES

- 5.1 Applicable Rates: The applicable rates for service under the FT-A Rate Schedule are the applicable maximum FT-A rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rates applicable to any transportation service to any level not less than the minimum or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges of Transporter's effective FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rates (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Transporter, and (b) shall be applicable for the period agreed upon by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma service agreement applicable to this Rate Schedule FT-A.

Effective Date: 02/01/1998 Status: Effective  
FERC Docket: RP98- 84-001

**Sub Second Revised Sheet No. 160** Sub Second Revised Sheet No. 160 : Effective  
Superseding: Second Sub First Revised Sheet No. 160

RATE SCHEDULE FT-A  
FIRM TRANSPORTATION SERVICE (continued)

In the event the Shipper has designated multiple Primary Receipt and/or Delivery points, a Weighted Average Reservation Rate shall be applied to the total maximum daily transportation quantity specified in the Transportation Service Agreement; provided, however, that the addition of points to a Transportation Service Agreement shall not reduce the reservation charge otherwise applicable to the Transportation Service Agreement. The Weighted Average Reservation Rate shall be determined as follows: (1) for each Primary Receipt and Primary Delivery point combination available under the Transportation Service Agreement the applicable Reservation Rate shall be multiplied by the maximum daily transportation quantity applicable to that receipt and delivery point combination; (2) the sum of the amounts derived for each receipt and delivery point combination shall be divided by the total maximum daily transportation quantity specified in the Transportation Service Agreement. The sum of the maximum daily transportation quantities applicable to each receipt and delivery point combination shall not exceed the total maximum daily transportation quantity under the Transportation Service Agreement. In the event Transporter and Shipper agree to establish a fixed rate to be charged for the duration of the firm Transportation Service Agreement, said rate will be set forth in the Service Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum Commodity and/or Reservation Rates for service under this Rate Schedule.

- 5.2 Facilities Charge: In addition to the other charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XVII of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided, that if new facilities are necessary solely to enable Transporter to maintain existing service levels for Shipper, then no Facilities Charge will be assessed. Any applicable Facilities Charge may be stated in the Transportation Service Agreement.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-737-000

**Twelfth Revised Sheet No. 161** Twelfth Revised Sheet No. 161  
Superseding: Eleventh Revised Sheet No. 161

RATE SCHEDULE FT-A  
FIRM TRANSPORTATION SERVICE (continued)

- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any filing or similar fees which Transporter incurs in rendering service hereunder, which have not been previously paid by Shipper. Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Transportation Service Agreement.
- 5.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter through PASSKEY, should on any day take under this Rate Schedule a quantity of natural gas more than Shipper's maximum daily quantity under Shipper's Transportation Service Agreement, then such quantity shall constitute an Authorized Overrun. If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes.

NAESB Standard 1.3.19 (Version 1.8) states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through PASSKEY.

For all such Authorized Overruns, Shipper shall pay Transporter the rate set forth in the Summary of Rates and Charges of Transporter's FERC Gas Tariff times the excess quantities delivered to Shipper, unless the parties mutually agree otherwise.

RATE SCHEDULE FT-A  
FIRM TRANSPORTATION SERVICE (continued)

- 5.5 Fuel and Losses. Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the zone of receipt and zone of delivery applicable to the transportation service. However, for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses as shown in the Summary of Rates and Charges in Transporter's effective Tariff.
- 5.6 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits, for service under this Rate Schedule that differ from those rates, rate components, charges, or credits, that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits, identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Reservation Charge: A reservation charge equal to the product of the applicable Reservation Rate (or Weighted Reservation Rate) shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the Transportation Quantity specified in the Transportation Service Agreement; and

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FERC Docket: RP00-477-005

**Second Revised Sheet No. 162A** Second Revised Sheet No. 162A : Effective  
Superseding: Second Sub Original Sheet No. 162A

RATE SCHEDULE FT-A  
FIRM TRANSPORTATION SERVICE (continued)

- (b) Commodity Charge: The applicable Commodity Rate set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the quantity of gas scheduled in the month; and
- (c) Other Charges: If applicable, any New Facilities Charge, any Incidental Charges, any Authorized Overrun Charges, any Fuel and Losses Charge, and any applicable surcharges as shown in the Summary of Rates and Charges and any cash out charges resulting from imbalances incurred.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Second Sub 1st Revised Sheet No. 163** Second Sub 1st Revised Sheet No. 163 : Effective  
Superseding: Original Sheet No. 163

RATE SCHEDULE FT-A  
FIRM TRANSPORTATION SERVICE (continued)

7. FAILURE OF TRANSPORTER

If Transporter fails to tender for delivery during any one or more days the quantity of natural gas which Shipper has scheduled for delivery, taking into consideration an allowable variation of 2%, up to the maximum quantity which Transporter is obligated by the transportation contract to deliver to Shipper, then the demand charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Demand Rate per dth times the difference between the quantity of natural gas tendered for delivery during said day or days and the quantity of natural gas scheduled by Shipper for delivery at Primary Delivery Points during said day or days; provided that if Transporter's failure to perform is due to a force majeure event described in Article X of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will not be obligated to reduce Shipper's demand charges, in the manner described above, for failure to tender delivery at Shipper's primary or secondary delivery point(s). If Transporter's failure to perform is due to a routine, non-emergency maintenance event as set forth in Article X of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will not be obligated to reduce Shipper's charges, in the manner described above, for failure to tender delivery at a secondary delivery point(s) if Shipper re-nominates and Transporter re-schedules delivery to Shipper's primary delivery point(s).

8. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and Conditions specified in Volume 1 of Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

Effective Date: 06/01/1999 Status: Effective  
FERC Docket: RS92- 23-034

**Second Revised Sheet No. 164** Second Revised Sheet No. 164 : Effective  
Superseding: Substitute 1st Revised Sheet No. 164

RATE SCHEDULE FT-GS  
SMALL CUSTOMER TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by Tennessee Gas Pipeline Company (Transporter) for any Party (Shipper)

- (a) which is a pipeline, a local distribution company, or a municipality with a pipeline or distribution system which connects with or which can be made to connect with, either directly or through third parties, Transporter's main trunk transmission line; and
- (b) which (i) was served under Transporter's previously effective Rate Schedules G or GS, or (ii) received 10,000 dth or less on any day under all services on Transporter's system and was directly served as a sales customer by a customer of Transporter on July 1, 1993; and
- (c) which has elected such service and has executed a service agreement for service under Rate Schedule FT-GS; and
- (d) where the maximum daily quantity for firm service to Shipper cannot exceed 10,000 dth/d at a stated point of delivery, unless such larger quantity was effective under a Rate Schedule G or GS Sales Service Agreement with Transporter effective on the date prior to implementation of this Schedule. In such case, the maximum daily quantity shall be limited to the maximum daily quantity stated in the previously effective Rate Schedule G or GS.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder will be firm, except as provided herein and in the General Terms and Conditions.
- 2.2 A Customer executing a service agreement under this Rate Schedule (referred to as "Customer" or "Shipper") shall have a Transportation Quantity which is not more than 10,000 Dth/day or which is equal to the Maximum Daily Obligation contained in the Customer's former service agreement under Rate Schedule G or GS.
- 2.3 A Customer executing a service agreement under this Rate Schedule has the right to make an election to convert its service in its entirety to firm transportation service under Rate Schedule FT-A or FT-G by providing written notice of such election on or before June 1 of any year. Any such conversion shall be effective as of the following November 1.

Effective Date: 06/01/1999 Status: Effective  
FERC Docket: RS92- 23-034

**Second Revised Sheet No. 165** Second Revised Sheet No. 165 : Effective  
Superseding: Second Sub 1st Revised Sheet No. 165

RATE SCHEDULE FT-GS  
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

2.4 Unless Shipper has elected the True-Up Payment Option as specified in Section 2.5 hereof, Transporter shall not schedule and Shipper shall not receive gas for ultimate use in a portion of Shipper's distribution system served by Shipper's FT-GS Delivery Point(s) utilizing any other Rate Schedule or any third party (except to effectuate deliveries hereunder), unless and until Transporter has scheduled (or allocated from Shipper's FS Service) the Transportation Quantity as set forth in Shipper's FT-GS Transportation Service Agreement(s) attributable to that portion of Shipper's distribution system. This restriction shall not apply to Shipper's receiving gas withdrawn from third party storage, provided that such gas was injected by Shipper in compliance with this Section 2.4; provided, further, this restriction shall not apply to service for ultimate use by designated end users in any portion of Shipper's distribution system served by Shipper's Delivery Point(s); provided that separate meters are in place downstream of Shipper's Delivery Point(s) verifying delivery of such quantities to such designated end users. Upon the request of Transporter, Shipper shall provide a statement verifying compliance with this Section 2.4 provision for the prior calendar year.

2.5 True-up Payment Option: Any Shipper desiring to receive IT service, released capacity or transportation from third party pipelines, may do so on an unrestricted basis if such Shipper:

- (a) notifies Transporter of its election of this True-Up Payment Option no later than December 1 of any year to be effective on January 1 of the following year; and
- (b) agrees to an annual FT-GS revenue responsibility based on the established FT-GS billing determinants. If payments for gas transported under this Rate Schedule fall short of Shipper's annual FT-GS revenue responsibility of any year in which Shipper has elected this True-Up Payment Option ("True-Up Payment Option Year"), Transporter shall bill Shipper for the shortfall, if any, between payments made during the year and Shipper's revenue responsibility.

On December 1 of the True-Up Payment Option Year, Transporter shall determine the shortfall between payments under Rate Schedule FT-GS and Shipper's FT-GS revenue responsibility by adding actual payments received and forecasted payments for the remainder of the True-Up Payment Option Year, then subtracting the total from Shipper's FT-GS revenue responsibility. On or before December 15 of the True-Up Payment Option Year, Transporter shall bill Shipper for any shortfall. Upon receipt of the actual payments for the remainder of the True-Up Payment Option Year, Transporter shall credit or bill Shipper for the difference, if appropriate.

2.6 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.

Effective Date: 11/01/2009 Status: Effective  
FERC Docket: RP09-194-000

**Third Revised Sheet No. 165A** Third Revised Sheet No. 165A  
Superseding: Sub Second Revised Sheet No. 165A

RATE SCHEDULE FT-GS  
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

3. QUALIFICATION FOR SERVICE

- 3.1 All Customers electing to convert existing service to transportation service under this Rate Schedule must satisfy the requirements specified in Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.2 Transporter shall evaluate any complete, valid request for service based upon the criteria set forth in Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff, and as provided for under this Rate Schedule.

4. DELIVERIES AND RECEIPTS

- 4.1 Receipt Points: Subject to the availability of capacity, any receipt point on Transporter's system, including Pooling Area Points, shall be eligible for designation as a Primary Receipt Point on Shipper's Transportation Service Agreement. Any receipt point in Shipper's Transportation Path may be used as a Secondary Receipt Point.
- 4.2 Delivery Points: Shipper's delivery points shall be the interconnection(s) of Transporter's system and Shipper's system specified in Shipper's Transportation Service Agreement. Shipper may use alternate delivery points within Shipper's Transportation Path on a secondary basis for deliveries to storage.
- 4.3 Pressures: Shipper shall deliver gas to Transporter at pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressures existing at the Delivery Point(s).

Effective Date: 10/01/1998 Status: Effective  
FERC Docket: RP98-378-000

**Third Revised Sheet No. 166** Third Revised Sheet No. 166 : Effective  
Superseding: Sub Second Revised Sheet No. 166

RATE SCHEDULE FT-GS  
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

5. RATES AND CHARGES

- 5.1 Applicable Rates: The applicable rates for service hereunder in each zone are set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff and are incorporated herein; provided, however, that upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rates applicable to service under this Rate Schedule to any level not less than the minimum nor more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff. Unless Transporter and Shipper agree upon a rate for service provided hereunder, the rate applicable for service hereunder shall be the applicable Maximum Rate(s) as set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff. In the event a rate less than the applicable Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon, such rate (a) shall apply solely to service at receipt and/or delivery points agreed upon by Transporter, and (b) shall be applicable for the period agreed upon by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma service agreement applicable to this Rate Schedule FT-GS. In the event Transporter and Shipper agree to a fixed rate for service provided hereunder and which is to be charged for the duration of the Service Agreement, said rate will be set forth in the applicable Service Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule.
- 5.2 Facilities Charge: In addition to the other charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XVII of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided, however, that if new facilities are necessary solely to enable Transporter to maintain existing service levels, then no Facilities Charge will be assessed. Any applicable Facilities Charge may be stated in the Transportation Service Agreement.

Effective Date: 07/01/1995 Status: Suspended

FERC Docket: RP95-112-000

**Original Sheet No. 166A** Original Sheet No. 166A : Suspended

RATE SCHEDULE FT-GS  
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any filing or similar fees which Transporter incurs in rendering service hereunder, which have not been previously paid by Shipper. Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Transportation Service Agreement.

RATE SCHEDULE FT-GS  
SMALL CUSTOMER TRANSPORTATION SERVICE (CONTINUED)

- 5.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter through PASSKEY, should on any day take under this Rate Schedule a quantity of natural gas more than Shipper's maximum daily quantity under Shipper's Transportation Service Agreement then such quantity shall constitute an Authorized Overrun.

NAESB Standard 1.3.19 (Version 1.8) states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through PASSKEY.

If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes. For all such Authorized Overruns, Shipper shall pay Transporter the rate set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff, unless the parties mutually agree otherwise.

- 5.5 Fuel and Losses: Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the receipt and delivery zones applicable to the transportation service; provided however, upon Transporter's determination, for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses as shown in the Summary of Rates and Charges.

- 5.6 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Sixth Revised Sheet No. 168** Sixth Revised Sheet No. 168 : Effective  
Superseding: Fourth Revised Sheet No. 168

RATE SCHEDULE FT-GS  
SMALL CUSTOMER TRANSPORTATION SERVICE

this Rate Schedule or Transporter's Tariff shall remain in effect.  
Transporter shall make any filings at the FERC necessary to effectuate a  
Negotiated Rate.

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) The Commodity Rate, as determined pursuant to Section 5.1 herein multiplied by the quantity of gas scheduled for delivery to the Shipper's city gate in the month; and
- (b) The fuel and loss adjustment pursuant to Section 5.5; and
- (c) If applicable, any New Facilities Charge, any Incidental Charges, any Authorized Overrun Charges; and
- (d) Any applicable surcharges as shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.

7. MONTHLY SCHEDULING AND BALANCING

Shippers receiving FS service from Transporter may elect to use that service in conjunction with service under this Rate Schedule to effect load balancing. These Shippers shall provide Transporter, five days prior to the beginning of the month, a projection of the average daily load of gas to be transported under this Rate Schedule on each day in the following month. To the extent that Shipper's actual load is above or below the projected amount for a given day, Transporter shall schedule for withdrawal or injection, as applicable, the corresponding amount of gas from Shipper's Storage account. Such adjustment to Shipper's storage account shall be done automatically, unless otherwise specified in instructions provided by Shipper or Shipper's agent. For Customers making this election, this Rate Schedule shall be the exclusive service for deliveries into and out of storage. Shippers will not be subject to the daily variance provisions of Rate Schedule LMS-MA if they have elected to utilize the contract storage service as provided in this Section 7.

Effective Date: 12/04/1997 Status: Effective

FERC Docket: RP97-386-000

**Second Revised Sheet No. 169** Second Revised Sheet No. 169 : Superseded  
Superseding: Sub First Revised Sheet No. 169

RATE SCHEDULE FT-GS  
SMALL CUSTOMER TRANSPORTATION SERVICE

8. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter the information as is needed to meet the requirements placed on Transporter pursuant to 18 C.F.R Part 284. The General Terms and Conditions specified in Volume 1 of Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

Effective Date: 06/01/1999 Status: Effective  
FERC Docket: RS92- 23-034

**Second Revised Sheet No. 170** Second Revised Sheet No. 170 : Effective  
Superseding: Second Sub First Revised Sheet No. 170

RATE SCHEDULE FT-G  
SMALL CUSTOMER TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by Tennessee Gas Pipeline Company (Transporter) for any Party (Shipper).

- (a) which is a pipeline, a local distribution company, or a municipality with a pipeline or distribution system which connects with or which can be made to connect with, either directly or through third parties, Transporter's main trunk transmission line; and
- (b) which (i) was served under Transporter's previously effective Rate Schedules G or GS, or (ii) received 10,000 dth or less on any day under all services on Transporter's system and was directly served as a sales customer by a customer of Transporter on July 1, 1993; and
- (c) which has elected such service and has executed a service agreement for service under Rate Schedule FT-G; and
- (d) where the maximum daily quantity for firm service to Shipper cannot exceed 10,000 dth/d at a stated point of delivery, unless such larger quantity was effective under a Rate Schedule G or GS Sales Service Agreement with Transporter effective on the date prior to implementation of this Schedule. In such case, the Maximum Daily Quantity shall be limited to the Maximum Daily Quantity stated in the previously effective Rate Schedule G or GS.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder will be firm, except as provided herein and in the General Terms and Conditions.
- 2.2 A Customer executing a service agreement under this Rate Schedule shall elect a MDQ for each month of the year and specify the delivery point meters to which service under this Rate Schedule applies. The MDQ for any month shall not exceed the Maximum Daily Obligation contained in the Customer's former service agreement under Transporter's Rate Schedule G or GS (or in the case of a customer being directly served by a pipeline customer of Transporter, the customer's service agreement with its direct supplier) and the aggregate of the MDQs for the full year may not be less than 50% of the product of twelve times the highest monthly MDQ.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-024

**Original Sheet No. 170A** Original Sheet No. 170A : Effective

RATE SCHEDULE FT-G  
SMALL CUSTOMER TRANSPORTATION SERVICE

- 2.3 A Customer executing a service agreement under this Rate Schedule has the right to make an election to convert its entire service to firm transportation service under Rate Schedule FT-A, by providing written notice of such election on or before June 1 of any year; provided that such a conversion will be prohibited if it would result in a revenue short fall for Transporter. Any such conversion shall be effective as of the following November 1. A customer executing a service agreement under this Rate Schedule has the right to make an election to convert its entire service to firm transportation service under Rate Schedule FT-GS, provided it meets the eligibility requirements to firm transportation under that rate schedule, by providing written notice of such election 60 days prior to the effective date of a NGA Section 4 rate change under this Rate Schedule.
- 2.4 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.

RATE SCHEDULE FT-G  
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

3. QUALIFICATION FOR SERVICE

- 3.1 All Customers electing to convert existing sales service to transportation service under this Rate Schedule must provide the information to Transporter specified in Article XXVIII of the Transporter's FERC Gas Tariff.
- 3.2 Transporter shall evaluate any complete, valid request for service based upon the criteria set forth in Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff, and as provided for under this Rate Schedule.

4. DELIVERIES AND RECEIPTS

- 4.1 Receipt Points: Subject to the availability of capacity, any receipt point on Transporter's system, including Pooling Area Points, shall be eligible for designation as a Primary Receipt Point on Shipper's Transportation Service Agreement. Any receipt point in Shipper's Transportation Path may be used as a Secondary Receipt Point.
- 4.2 Delivery Points: Shipper's Delivery Points shall be the interconnection(s) of Transporter's system and Shipper's system specified on Shipper's transportation service agreement contract. Shippers may use any delivery point covered by a balancing agreement as a Secondary Delivery Point if such point is located in Shipper's Transportation Path.
- 4.3 Pressures: Shipper shall deliver gas to Transporter at pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressures existing at the Delivery Point(s).

5. RATES AND CHARGES

- 5.1 Applicable Rates: The applicable rates for service hereunder in each zone are set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff and are incorporated herein; provided, however, that upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rates applicable to service under this Rate Schedule to any level not less than the minimum rates nor more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff. Unless Transporter and Shipper agree in writing upon a rate for service provided hereunder, the rate applicable to a Shipper for service hereunder shall be the applicable Maximum Rate(s)

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FERC Docket: RP98-378-000

**Fourth Revised Sheet No. 172** Fourth Revised Sheet No. 172 : Effective  
Superseding: Sub Third Revised Sheet No. 172

RATE SCHEDULE FT-G  
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

as set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff. In the event a rate less than the applicable Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon, such rate (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Shipper and Transporter, and (b) shall be applicable for the period agreed upon by Shipper and Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma service agreement applicable to this Rate Schedule FT-G. In the event Transporter and Shipper agree to a fixed rate for service provided hereunder and which is charged for the duration of the Service Agreement, said rate will be set forth in the applicable Service Agreement. Transporter shall file with the Commission the required reports of any adjustment above or below the maximum rates for service under this Rate Schedule.

- 5.2 Facilities Charge: In addition to the other charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XVII of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided, however, that if new facilities are necessary solely to enable Transporter to maintain existing service levels for a G or GS customer, then no Facilities Charge will be assessed to such customer. Any applicable Facilities Charge may be stated in the Transportation Service Agreement.
- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any filing or similar fees which Transporter incurs in rendering service hereunder, which have not been previously paid by Shipper ("Incidental Charges"). Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Transportation Service Agreement.

RATE SCHEDULE FT-G  
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

- 5.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter, should on any day take under this Rate Schedule a quantity of natural gas more than Shipper's Maximum Daily Quantity under Shipper's Transportation Service Agreement, then such quantity shall constitute an Authorized Overrun. If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes.
- NAESB Standard 1.3.19 (Version 1.8) states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through PASSKEY.
- For all such Authorized Overruns Shipper shall pay Transporter the rate set forth in the Summary of Rates and Charges of Transporter's FERC Gas Tariff times the excess quantities delivered to Shipper, unless the parties mutually agree otherwise.
- 5.5 Fuel and Losses: Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the receipt and delivery zones applicable to the transportation service; provided, however, upon Transporter's determination, for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses as shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.
- 5.6 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits

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FERC Docket: RP96-312-002

**Substitute Original Sheet No. 173A** Substitute Original Sheet No. 173A : Effective  
Superseding: Original Sheet No. 173A

RATE SCHEDULE FT-G  
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Fourth Revised Sheet No. 174** Fourth Revised Sheet No. 174 : Effective  
Superseding: Second Sub 2nd Revised Sheet No. 174

RATE SCHEDULE FT-G  
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Reservation Charge: A Reservation Charge equal to the product of the applicable Reservation Rate shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the applicable monthly MDQ specified in the Transportation Contract;
- (b) Commodity Charge: The applicable Commodity Rate set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the quantity of gas scheduled for delivery in the month;
- (c) Fuel and Losses: The applicable adjustment to transportation quantities or the cashout amount pursuant to Section 5.5; and
- (d) If applicable, any New Facilities Charge, any Incidental Charges and any Authorized Overrun Charges.

7. FAILURE OF TRANSPORTER

If Transporter fails to tender for delivery during any one or more days the quantity of natural gas which Shipper has scheduled for delivery, taking into consideration an allowable variation of 2%, up to the maximum quantity which Transporter is obligated by the Transportation Agreement to deliver to Shipper, then the Reservation Charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Reservation Rate per Dth times the difference between the number of Dth of natural gas scheduled for delivery during said day or days and the number of Dth of natural gas tendered to Shipper for delivery at Primary Delivery Points during said day or days; provided that if Transporter's failure to perform is due to a force majeure event described in Article X of the General Terms and Conditions of the FERC Gas Tariff, Transporter will not be obligated to reduce Shipper's Reservation Charges, in the manner described above, for failure to tender delivery at Shipper's primary or secondary delivery point(s). If Transporter's failure to perform is due to a routine, non-emergency maintenance event as set forth in Article X of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will not be obligated to reduce Shipper's charges, in the manner described above, for failure to tender delivery at a secondary delivery point(s) if Shipper re-nominates and if Transporter re-schedules delivery to Shipper's primary delivery point(s).

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Sub First Revised Sheet No. 175** Sub First Revised Sheet No. 175 : Effective  
Superseding: Original Sheet No. 175

RATE SCHEDULE FT-G  
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

8. Monthly Scheduling and Balancing

Shippers which have elected to receive storage from Transporter may use that service in conjunction with service under this Rate Schedule to effect load balancing. These shippers shall provide Transporter, five days prior to the beginning of the month, a projection of the average daily load to be transported under this Rate Schedule on each day in the following month. To the extent that Shipper's actual load is above or below the projected amount for a given day, Transporter shall withdraw or inject, as applicable, the corresponding amount of gas from Shipper's storage account. Such adjustment to Shipper's storage account shall be done automatically, unless otherwise specified in instructions provided by Shipper or Shipper's agent. Shippers will not be subject to the Daily Variance provisions of Rate Schedule LMS-MA if they have elected to utilize the contract storage service as provided in this Section 8.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 C.F.R. Part 284. The General Terms and Conditions specified in Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Second Sub 2nd Revised Sheet No. 176** Second Sub 2nd Revised Sheet No. 176 : Effective  
Superseding: 1st Revised Sheet No. 176

NET RATE SCHEDULE

1. AVAILABILITY

This Rate Schedule is available for the receipt from Tennessee Gas Pipeline Company (hereinafter called "Transporter") of natural gas transportation service by each shipper identified in Section 7 of this Rate Schedule (each of which is hereinafter called "Shipper"):

- (a) for which Transporter has been authorized to provide firm transportation service pursuant to (1) an order of the Federal Energy Regulatory Commission ("FERC") issued on May 2, 1990 in Docket Nos. CP88-171-001, et al., (2) an order of FERC issued on September 13, 1990 in Docket Nos. CP88-171-001, et al.; (3) an order of FERC issued on November 14, 1990 in Docket Nos. CP88-689-000, et al., (4) an order of FERC issued on October 9, 1991 in Docket Nos. CP89-629-000, et al. and CP90-639-000, et al., (5) orders of FERC issued on May 20, 1992 and June 30, 1992 in Docket Nos. CP91-2206-000 and CP91-2206-001.
- (b) which has executed, and received notice of commencement of service under, a firm gas transportation contract ("Contract") with Transporter in the form contained in this FERC Gas Tariff and providing for transportation service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported and made available by Transporter to Shipper under this Rate Schedule shall be firm and shall not be subject to curtailment or interruption by Transporter, except as provided in Sections 6.7 and 6.8 of this Rate Schedule.

3. RATE

The compensation to be paid by Shipper to Transporter each month under this Rate Schedule shall consist of the following charges:

Effective Date: 08/01/1995 Status: Effective

FERC Docket: RP95-112-009

**Second Sub Original Sheet No. 176A** Second Sub Original Sheet No. 176A : Effective

NET RATE SCHEDULE (continued)

3.1 Monthly Charge

The Monthly Charge shall be equal to the product of (1) the sum of the Monthly Rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff applicable to the rate zone segments through which Shipper's gas is transported, multiplied by (2) Shipper's Transportation Quantity as set forth in Section 7 of this Rate Schedule. In the event Transporter and Shipper agree to establish a fixed rate or other mutually agreeable rate to be charged for the duration of the firm transportation service hereunder, said rate will be set forth in the applicable contract.

NET RATE SCHEDULE

3.2 Commodity Charge

For each month, the Commodity Charges shall be equal to the product of (1) the sum of the Commodity Rates shown in the Summary of Rates and Charges in Transporter's effective Tariff applicable to the rate zone segments through which Shipper's gas is transported, multiplied by (2) the quantity of gas delivered by Transporter to Shipper.

3.3 Surcharges

Surcharges shall be equal to the product of (1) the sum of (a) the Annual Charge Adjustment surcharge and (b) any other applicable surcharges shown in the Summary of Rates and Charges in Transporter's effective Tariff, multiplied by (2) the quantities actually delivered by Transporter to Shipper at the Point of Delivery.

3.4 Incremental Pressure Charge

Additional rates or charges applicable to OSP II and MassPower shall include an Incremental Pressures Charge as provided in the service agreement between Transporter and OSP II and between Transporter and MassPower and as stated in the Summary of Rates and Charges in Transporter's Tariff.

4. RECEIPT AND DELIVERY POINTS

Shipper's receipt and delivery points are set forth in its Transportation Contract with associated maximum quantities and minimum pressures. All receipt points within the same rate zone and supply leg, if applicable, in which Shipper's Primary Receipt Points are located shall also be available as Secondary Receipt Points up to the maximum daily quantity that is applicable to the Primary Receipt Points in that rate zone and supply leg, if applicable.

5. FUEL AND USE

5.1 Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation services pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable percentage shown for each Shipper's service in Article 7 of this Rate Schedule.

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97- 60-002

**Fifth Revised Sheet No. 178** Fifth Revised Sheet No. 178 : Effective  
Superseding: Substitute 4th Revised Sheet No. 178

NET RATE SCHEDULE (continued)

6. GENERAL TERMS AND CONDITIONS

6.1 Definitions

The definitions applicable to this NET Rate Schedule shall be the same as those set forth in the Contract.

6.2 Quality

The natural gas to be delivered by Transporter hereunder shall have the same quality standards as set forth in the Contract.

6.3 Measurement and Measuring Equipment

The provisions regarding Measurement and Measuring Equipment shall be the same as set forth in Articles III and IV of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1.

6.4 Uniform Quantities

Shipper shall deliver and receive gas in uniform hourly quantities during any day with no significant fluctuations, provided, however, that Transporter shall allow variations in hourly quantities to the same extent allowed by Iroquois Gas Transmission System, L. P. and for Intra-day nomination changes pursuant to Article III, Section 4(d) of the General Terms and Conditions. Shippers previously served under the NET-Niagara rate schedule will be exempt from the uniform hourly flow restrictions.

6.5 Billing and Payment

The provisions regarding Billing and Payment shall be the same as set forth in Articles V and VI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1.

NET RATE SCHEDULE (continued)

6.6 Possession of Gas and Responsibility

As between the parties to the Contract, from the time gas is delivered by Shipper to Transporter at the Point of Receipt and prior to delivery of such gas to or for the account of Shipper at the Point(s) of Delivery, Transporter shall have the unqualified right to commingle such gas with other gas in its pipeline system and shall have the unqualified right to handle such gas as its own.

6.7 Warranty of Title

Shipper warrants that it will at the time it makes gas available for transportation under the Contract have good title to and the good right to deliver all gas so delivered to Transporter. Title to the gas received, transported, and delivered under the Contract shall at all times remain with Shipper and shall not pass to Transporter, provided that title to the gas delivered by Shipper hereunder for fuel and use requirements of Transporter, shall pass to Transporter upon delivery of said gas to Transporter at the Point(s) of Receipt.

6.8 Excuse of Performance

The provisions regarding Excuse of Performance shall be the same as set forth in Article X of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1.

6.9 Curtailment of Deliveries

If the capacity of any portion of the facilities of Transporter is reduced for any reason and Transporter determines that some curtailment of the quantity of gas being transported hereunder is required, Shipper's transportation entitlements under the Contract will be curtailed in accordance with the provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1, and proportionately to the Transportation Quantities of the other Shippers under this Rate Schedule, provided, however, that curtailment shall be limited to that portion of the facilities of Transporter on which the capacity is reduced.

6.10 Notices

Any communication, notice, request, demand, statement, or bill provided for in this Rate Schedule or in the Contract between Transporter and Shipper, or any notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly presented,

Effective Date: 03/29/2010 Status: Effective  
 FERC Docket: RP10-415-000

**Ninth Revised Sheet No. 180** Ninth Revised Sheet No. 180  
 Superseding: Eighth Revised Sheet No. 180

NET RATE SCHEDULE (continued)

rendered, or delivered when mailed by either post-paid registered or ordinary mail or when sent by telegram, cable, telecopy, telex, express mail service, or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known post office address, or at such other address as either party may designate.

6.11 Incorporation of General Terms and Conditions of Transporter's FERC Gas Tariff.

All other provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume Number 1, are hereby incorporated by reference.

6.12 Schedules and Contract Subject to Regulation

This Rate Schedule and the respective obligations of the parties under the Contract are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are subject to change from time to time by addition, amendment or substitutions as provided by law.

7. SHIPPERS

The Shippers to which this Rate Schedule is available, each Shipper's Transportation Quantity, the rate zone segments applicable to the transportation service provided by Transporter to each Shipper (designated with \*), and each Shipper's Fuel and Use percentage are as follows:

| Shipper                                     | Transportation<br>Quantity<br>(Dth) | Segments |   |   |   |   | Fuel and Use |
|---|-------------------------------------|----------|---|---|---|---|--------------|
|   |                                     | U        | 1 | 2 | 3 | 4 |              |
| Castleton LLC                               | 13,900                              | *        |   |   |   |   | 0.69%        |
| Colonial Gas Company<br>d/b/a National Grid | 4,000                               |          |   | * | * |   | 1.39%        |
| Colonial Gas Company<br>d/b/a National Grid | 2,000                               |          |   | * | * |   | 1.39%        |
| Holyoke Gas & Electric                      | 1,800                               |          | * | * |   |   | 2.13%        |
| Total                                       | 21,700                              |          |   |   |   |   |              |

*Effective Date: 06/01/2000 Status: Effective*

*FERC Docket: RP00-289-000*

**Eighth Revised Sheet No. 181** Eighth Revised Sheet No. 181 : Superseded  
Superseding: Seventh Revised Sheet No. 181

Sheet No. 181 is Reserved for Future Use.

*Effective Date: 11/01/1993 Status: Effective*

*FERC Docket: RP91-203-034*

**First Revised Sheet Nos. 182-191** First Revised Sheet Nos. 182-191 : Effective  
Superseding: Original Sheet Nos. 182-191

Sheet Nos. 182 through 191 are reserved for future use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**First Revised Sheet No. 192** First Revised Sheet No. 192 : Effective  
Superseding: Substitute Original Sheet No. 192

Sheet No. 192 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*  
*FERC Docket: RP05-249-000*

**First Revised Sheet No. 193** First Revised Sheet No. 193 : Effective  
Superseding: Original Sheet No. 193

Sheet No. 193 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**First Revised Sheet No. 194** First Revised Sheet No. 194 : Effective  
Superseding: Original Sheet No. 194

Sheet No. 194 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**First Revised Sheet No. 195** First Revised Sheet No. 195 : Effective  
Superseding: Original Sheet No. 195

Sheet No. 195 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Second Revised Sheet No. 196** Second Revised Sheet No. 196 : Effective  
Superseding: First Revised Sheet No. 196

Sheet No. 196 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*  
*FERC Docket: RP05-249-000*

**First Revised Sheet No. 197** First Revised Sheet No. 197 : Effective  
Superseding: Original Sheet No. 197

Sheet No. 197 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*  
*FERC Docket: RP05-249-000*

**First Revised Sheet No. 198** First Revised Sheet No. 198 : Effective  
Superseding: Original Sheet No. 198

Sheet No. 198 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**First Revised Sheet No. 199** First Revised Sheet No. 199 : Effective  
Superseding: Substitute Original Sheet No. 199

Sheet No. 199 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Second Revised Sheet No. 200** Second Revised Sheet No. 200 : Effective  
Superseding: First Revised Sheet No. 200

Sheet No. 200 is Reserved for Future Use.

*Effective Date: 05/01/2005 Status: Effective*

*FERC Docket: RP05-249-000*

**Second Revised Sheet No. 201** Second Revised Sheet No. 201 : Effective  
Superseding: First Revised Sheet No. 201

Sheet No. 201 is Reserved for Future Use.

Effective Date: 10/01/2003 Status: Effective

FERC Docket: RP00-477-005

**Third Revised Sheet No. 202** Third Revised Sheet No. 202 : Effective  
Superseding: First Revised Sheet No. 202

Schedule LMS - MA  
Load Management Service - Market Area

1. Availability

Transporter shall provide a daily swing and monthly balancing service to the following persons ("Balancing Parties") at delivery points located on Transporter's system:

- (a) the operator of connecting facilities at a delivery point(s) on Transporter's system who has executed a Delivery Point Balancing Agreement ("Delivery Point Operator"),
- (b) a pipeline or plant operator whose facilities interconnect with Transporter's system who has executed a Delivery Point Balancing Agreement ("Delivery Point Operator"); or
- (c) a market aggregator who has executed an Aggregator Delivery Point Balancing Agreement and who has obtained agency agreements from Delivery Point Operators that impose responsibility on aggregator for all scheduling and balancing at stated delivery points and that provide authority and ability to aggregator to change physical flows at stated delivery points upon notice from Transporter to the aggregator.

Effective Date: 05/01/2007 Status: Effective  
FERC Docket: RP07-375-000

**Seventh Revised Sheet No. 203** Seventh Revised Sheet No. 203 : Effective  
Superseding: Sixth Revised Sheet No. 203

Schedule LMS - MA  
Load Management Service - Market Area (continued)

2. Applicability

- (a) The terms, conditions and charges set forth in this Rate Schedule governing daily and monthly balancing shall apply to all gas flowing through meters covered by a Delivery Point Balancing Agreement. A Delivery Point Balancing Agreement may include all delivery points within a zone controlled by a single Delivery Point Operator; provided that the delivery points under Rate Schedule FT-IL service must be in separate Balancing Agreements. A market aggregator may include in its Balancing Agreement any delivery points located in the same zone where the maximum deliveries at any such point do not exceed 10,000 Dth on any day; alternatively, a market aggregator may include in a single Balancing Agreement deliveries of up to 300,000 Dth per day at points in a single zone, and will be restricted by stated delivery point maximum quantities (based on firm entitlements). Unless otherwise stated, all rights and responsibilities imposed by this schedule on a "Delivery Point Operator" shall apply to a market aggregator.
- (b) The terms, conditions, and charges of this Rate Schedule shall not apply to points covered by a Pipeline Balancing Agreement executed by a pipeline providing transportation services to and/or from a point of interconnection.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Tenth Revised Sheet No. 204** Tenth Revised Sheet No. 204 : Effective  
Superseding: Seventh Revised Sheet No. 204

Schedule LMS - MA  
Load Management Service - Market Area (continued)

3. Scheduling and Confirmation By Operator

The Delivery Point Operator will confirm the nominations of the quantities to be delivered at delivery points. The Delivery Point Operator will notify Transporter and the affected Shipper, via PASSKEY, within the time specified for confirmations in the General Terms and Conditions of Transporter's FERC Gas Tariff of any change in a nomination by Shipper to scheduled quantities.

4. OBA Transportation Service

On any day, a Balancing Party may take gas in excess of its scheduled transportation quantities up to the Balancing Party's Daily Swing Quantity ("DSQ"). The Balancing Party's DSQ is the sum of the unscheduled capacity on the transportation contracts with primary firm capacity at the delivery points covered by the Balancing Party's OBA. At meters with no active electric telemetry equipment that provides for change in gas flows, to the extent the Balancing Party takes unscheduled gas in excess of its DSQ, such quantities shall be assessed a charge equal to (1) the highest authorized overrun rate for transportation from Zone 1 to the zone where the Delivery Point is located for service under the transportation contracts with primary firm capacity at the delivery points covered by the Balancing Party's OBA, multiplied by the unscheduled volumes taken in excess of the DSQ, less (2) the Transportation Component assessed on unscheduled quantities in excess of the DSQ pursuant to Section 7(c)(iii) of this Rate Schedule. If there is no primary firm capacity at the points covered by the Balancing Party's OBA, unscheduled quantities in excess of the Balancing Party's DSQ will be assessed a charge equal to (1) the authorized overrun rate under Rate Schedule FT-A for transportation from Zone 1 to the zone where the Delivery Point is located multiplied by the unscheduled volumes taken in excess of the DSQ, less (2) the Transportation Component assessed on unscheduled quantities in excess of the DSQ pursuant to Section 7(c)(iii) of the Rate Schedule. Transporter reserves the right to suspend service under this provision in the event of issuance of an Operational Flow Order pursuant to Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

5. Imbalance Resolution Option Election

Balancing Party shall be subject to the "Cash Out Option" established in Section 7 of this Rate Schedule unless Balancing Party elects instead the "Storage Swing Option" established in Section 8 of this Rate Schedule. Balancing Party must make such election (or may change an election currently in effect) by notifying Transporter 2 business days prior to the election going into effect. Elections shall continue on a day to day basis unless changed by a Balancing Party.

Schedule LMS - MA  
Load Management Service - Market Area (continued)

6. Uniform Quantities

As nearly as practicable, Shipper or Balancing Party, as applicable, shall deliver and receive gas in uniform hourly quantities during any day.

7. Cash Out Option

On any day that a Balancing Party does not elect the Storage Swing Option service under Section 8 of this Rate Schedule, Balancing Party shall be subject to the requirements of this Section 7.

(a) Daily Imbalance Charges:

- (i) The Daily Imbalance for a Delivery Point Balancing Agreement shall be the difference between the total net quantities scheduled for delivery at the point(s) as set forth in the Balancing Agreement and the actual quantities of gas taken by Balancing Party at such point(s) for each day.
- (ii) Each day, Transporter shall provide on PASSKEY a continuous notice of the net pipeline position of Transporter's pipeline system. Beginning at 12 PM CCT each gas day, Transporter shall monitor the net pipeline position and provide notice via e-mail to customers the first time the net pipeline position is greater than plus or minus 4.5%. Transporter shall calculate the net pipeline position by dividing the sum of the total positive or negative cumulative imbalances at all points covered by this Rate Schedule and the total positive or negative cumulative imbalances at all points under Rate Schedule LMS-PA by the sum of the total scheduled quantities at all points covered by this Rate Schedule and the total scheduled quantities at all points covered by Rate Schedule LMS-PA. The resulting % imbalance is the net pipeline position.
- (iii) On a day that the net pipeline position exceeds plus or minus 5%, any Balancing Party under this Rate Schedule that 1) has a Daily Imbalance that exceeds the greater of 10% of scheduled quantities or 1,000 Dth but less than or equal to 20% of that Balancing Party's scheduled quantities and 2) the Daily Imbalance is in the same direction as the net pipeline position, shall be assessed a per dekatherm Daily Imbalance Charge equal to two times the currently effective maximum rate under Transporter's Rate Schedule PAL. The Daily Imbalance Charge under this Section 7(a) (iii) shall apply only to those quantities of the Daily Imbalance that exceed the greater of 10% of scheduled quantities or 1,000 Dth but are less than or equal to 20% of the Balancing Party's scheduled quantities for that day.
- (iv) On a day that the net pipeline position exceeds plus or minus 5%, any Balancing Party under this Rate Schedule that 1) has a Daily Imbalance greater than 20% of that Balancing Party's scheduled quantities and 2) the Daily Imbalance is in the same direction as the net pipeline position, in addition to the Daily Imbalance Charge set forth in Section 7(a) (iii) above, shall also be subject to a per dekatherm Daily Imbalance Charge equal to four times the currently effective maximum rate under Transporter's Rate Schedule PAL. The Daily Imbalance Charge under this Section 7(a) (iv) shall apply only to those quantities of the Daily Imbalance that exceed 20% of the Balancing Party's scheduled quantities for that day.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Ninth Revised Sheet No. 205A** Ninth Revised Sheet No. 205A : Effective  
Superseding: Seventh Revised Sheet No. 205A

Schedule LMS - MA  
Load Management Service - Market Area (continued)

- (v) All revenues collected by Transporter as payment of the Daily Imbalance Charges assessed under this Section 7(a) shall be credited to Eligible Parties. Eligible Parties are Balancing Parties under this Rate Schedule and Parties under Rate Schedule LMS-PA whose Daily Imbalances were equal to or less than plus or minus 5% of the Parties' scheduled quantities on the day(s) that Daily Imbalance Charges were assessed. An Eligible Party will receive a pro rata allocation of the payments of the Daily Imbalance Charges collected for a particular day based on the scheduled quantities under the Eligible Party's Agreement for that day. Credits to an Eligible Party will be aggregated throughout the calendar year and will be disbursed annually to the Eligible Party on the invoice following the first production month of the following year. Tennessee will also post on its interactive Internet website the amount collected and the amount credited to each Eligible Party.
  
- (vi) Transporter shall not assess any Daily Imbalance Charges against Balancing Parties whose scheduled and flowing services are bumped as a result of an intra-day nomination change in accordance with Article III, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff. This waiver of Daily Imbalance Charges shall apply only for the day(s) on which the services were bumped.

*Effective Date: 10/01/2003 Status: Effective*

*FERC Docket: RP00-477-005*

**Sixth Revised Sheet No. 205B** Sixth Revised Sheet No. 205B : Effective  
Superseding: Fourth Revised Sheet No. 205B

Sheet No. 205B is Reserved for Future Use.

Schedule LMS - MA  
Load Management Service - Market Area (continued)

(b) Mid-month Activity

- (i) Based upon the best information available, a Delivery Point Operator shall take action to correct any imbalances occurring during the month by making adjustments in nominations and gas flows. If a Delivery Point Operator fails to take such corrective action, then Transporter may, upon one day's notice, adjust Delivery Point Operator's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations provided Transporter determines that such action is necessary to maintain the operational integrity of the system or to enable Transporter to meet its firm obligations to its other Shippers.
- (ii) Balancing Parties will be allowed to trade offsetting imbalances incurred during the month with other Parties which are subject to Rate Schedules LMS-MA and LMS-PA.

Mid-Month Trading: All imbalance trading occurring during the month that the imbalance(s) occurred must be effected through the nomination of mid-month make-up volumes to a predesignated paper transfer point for the zone(s) covered by the Agreements. Any interzonal, inter-Pooling Area or "receipt-to-delivery" imbalance trade may be effected by a Balancing Party nominating transportation from a point or Market Area Pooling Area covered on its Balancing or Rate Schedule SA Agreement to a point or Pooling Area on another Agreement where the trade will occur. A "receipt-to-delivery" imbalance trade is defined as any imbalance trade between a party under this Rate Schedule and a party under Rate Schedule LMS-PA whereby the party under this Rate Schedule is trading a "negative" imbalance (as defined in Section 7(c)(iii) of this Rate Schedule) with a "positive" imbalance (as defined in Section 7(c) of Rate Schedule LMS-PA) incurred by a party under Rate Schedule LMS-PA.

End-of-Month Trading: Parties will also be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Transporter of the identities of the Parties agreeing to the trade, and the volumes to be traded, no later than seventeen business days after the end of the month during which the imbalances occurred. For interzonal, inter-Pooling Area or receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Transporter of the party responsible for the transportation from point to point, zone to zone or Market Area Pooling Area to Pooling Area. If the Parties do not notify Transporter of the party responsible for transportation, Transporter shall hold the Party who traded the imbalance due Transporter responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Transporter will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on PASSKEY.

For both mid-month and end-of-month trading, transportation charges for interzonal or inter-Market Area Pooling Area trades solely under this Rate Schedule will be based upon the greater of the zone-to-zone commodity rates (including fuel and surcharges) associated with the specific firm transportation contract used by the Parties or the zone-to-zone commodity rate (including fuel and surcharges) associated with Transporter's Rate Schedule FT-A. Transportation charges for interzonal or inter-Pooling Area imbalance trades between a party under this Rate Schedule and a party under Rate Schedule LMS-PA and for receipt-to-delivery imbalance trades will be based upon the greater of the intrazone or zone-to-zone commodity rate (including fuel and surcharges) associated with the specific firm transportation contract used by the Parties or the zone-to-zone commodity rate (including fuel and surcharges) associated with Transporter's Rate Schedule FT-A.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Eighth Revised Sheet No. 207** Eighth Revised Sheet No. 207 : Effective  
Superseding: Sixth Revised Sheet No. 207

Schedule LMS - MA  
Load Management Service - Market Area (continued)

For imbalance trades on an Incremental Lateral as defined in Article XVIII, Section 2 of the General Terms and Conditions, the transportation charges as determined above will be based on the point of interconnection between the Incremental Lateral and Transporter's mainline to determine the zone for the lateral imbalance. In addition, the transportation charges will be increased by the applicable maximum commodity rate (including fuel and surcharges) under Rate Schedule FT-IL.

(c) Monthly Imbalances

- (i) A Balancing Party's monthly imbalance shall be the net cumulative total of daily variances from all points covered by the Delivery Point Balancing Agreement adjusted for make-up quantities and imbalance trades.
- (ii) Unless Transporter and Delivery Point Operator mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Transporter and Delivery Point Operator shall "cash out" the actual monthly imbalance. Transporter shall divide the lesser of the monthly imbalance based on Operational Data or the actual monthly imbalance by the total scheduled volumes for the month for all applicable points, then multiply by 100, to determine the % monthly imbalance.
- (iii) If the monthly imbalance is due to an excess of scheduled quantities relative to actual deliveries, then the monthly imbalance shall be considered a "positive" imbalance and Balancing Party shall sell to Transporter, and Transporter shall buy from the Balancing Party, in accordance with the formula listed in Section 7(c)(vii) below. If the monthly imbalance is due to an excess of actual deliveries relative to scheduled quantities, then the monthly imbalance shall be considered a "negative" imbalance and Transporter shall sell to the Balancing Party, and Balancing Party shall buy from Transporter, in accordance with the formula listed in Section 7(c)(vii) below. In addition to the cash out of the monthly imbalance: (A) Balancing Party shall pay to Transporter the "Transportation Component" if total actual quantities delivered are greater than scheduled quantities, or (B) Transporter shall pay to the Balancing Party the "Transportation Component" if total actual quantities delivered are less than scheduled quantities. The "Transportation Component" shall be equal to the commodity rate (including fuel and surcharges) under Rate Schedule FT-A, FT-G or FT-GS, as applicable, for transportation from Zone 1 to the zone where the Delivery Point is located multiplied by the monthly imbalance. For Balancing Parties on an Incremental Lateral as defined in Article XVIII, Section 2 of the General Terms and Conditions, the Transportation Component shall be equal to the sum of (1) the FT-A commodity rate (including fuel and surcharges) for transportation from Zone 1 to the point of interconnection between the Incremental Lateral and Transporter's mainline and (2) the applicable maximum commodity rate (including fuel and surcharges) under Rate Schedule FT-IL.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Sixth Revised Sheet No. 207A** Sixth Revised Sheet No. 207A : Effective  
Superseding: Fourth Revised Sheet No. 207A

Schedule LMS - MA  
Load Management Service - Market Area (continued)

- (iv) For delivery points, the Market Area Region Price ("MARP") will be calculated weekly and will be the volumetric weighted average price based on the general system deliverability on Transporter's system from the Receipt Regions as defined in Rate Schedule LMS-PA and the applicable Region Prices for those Receipt Regions. The general system deliverability will be updated on January 1 and July 1 of every year. The MARP will be posted on PASSKEY within a reasonable time after receipt of Natural Gas Week's "Gas Price Report."
- (v) If Natural Gas Week's "Gas Price Report" is no longer published, Transporter and parties to OBAs shall meet to undertake to agree upon alternative spot price indices.
- (vi) The amounts due hereunder shall be paid in accordance with Articles V and VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- (vii) (A) The Balancing Party (hereinafter referred to as the "Party") and Transporter shall "cash out" the actual monthly imbalance at the applicable market area price described below.

For each month, the monthly "Low Price" or "LP" for the Market Area shall be established by taking the lowest weekly MARP established for the Market Area applicable to the month.

For each month, the monthly "High Price" or "HP" for the Market Area shall be established by taking the highest weekly MARP established for the Market Area applicable to the month.

For each month, the monthly "Average Price" or "AP" for the Market Area shall be determined by taking the simple arithmetic average of the weekly MARP figures established for the Market Area applicable to the month.

Effective Date: 12/04/1997 Status: Effective  
FERC Docket: RP97-386-000

**Second Revised Sheet No. 207B** Second Revised Sheet No. 207B : Effective  
Superseding: First Revised Sheet No. 207B

Schedule LMS - MA  
Load Management Service - Market Area (continued)

(B) For all Parties whose % monthly imbalance is less than or equal to 5% (as calculated according to Section 7(c) of this Rate Schedule) or whose monthly imbalance (either actual or operational) is less than or equal to 1,000 Dth, the following definitions shall apply to the formula under which the Parties' actual imbalance volumes are "cash out":

- "Total Positive Imbalance" or "P" shall mean the absolute value ("abv") of the sum of all actual positive imbalances under Section 7(c) (vii) (B) of this Rate Schedule LMS-MA.
- "Total Negative Imbalance" or "N" shall mean the abv of the sum of all actual negative imbalances under Section (c) (vii) (B) of this Rate Schedule LMS-MA.
- "Net Pipeline Imbalance" or "I" shall mean the difference between the Total Positive Imbalances and the Total Negative Imbalances (I=P-N).
- Each of the imbalances (P, N, and I) shall be calculated once, no later than the first billing of cash outs after the close of the month.

The Parties' actual imbalance volumes shall be "cash out" according to the following formula:

(a) If I > or = zero then:

- Price for negative imbalances and imbalances less than or equal to 1,000 Dth = AP
- Price for positive imbalances =  
$$\frac{(\text{abv}(I) \times LP) + (N \times AP)}{P}$$

Effective Date: 12/04/1997 Status: Effective  
 FERC Docket: RP97-386-000

**Third Revised Sheet No. 208** Third Revised Sheet No. 208 : Effective  
 Superseding: Second Revised Sheet No. 208

Schedule LMS - MA  
 Load Management Service - Market Area (continued)

(b) If I < zero then:

- Price for negative imbalances =  
 $(\text{abv}(I) \times \text{HP}) + (P \times \text{AP})$

- Price for positive imbalances and imbalances less than or equal to  
 1,000 Dth = AP

(C) For all Parties whose % monthly imbalance is greater than 5% (as calculated according to Section 7(c) of this Rate Schedule) and greater than 1,000 Dth, the actual negative imbalance volumes shall be "cashed out" according to the following formula:

|   | Imbalance Tier |   |     | Price      |
|---|----------------|---|-----|------------|
|   | 0              | - | 5%  | 100% of HP |
| > | 5%             | - | 10% | 115% of HP |
| > | 10%            | - | 15% | 130% of HP |
| > | 15%            | - | 20% | 140% of HP |
| > | 20%            |   |     | 150% of HP |

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the HP. Volumes making up the remaining 2% of the imbalance are priced at 115% of the HP.

(D) For all Parties whose % monthly imbalance is greater than 5 % (as calculated according to Section 7(c) of this Rate Schedule) and greater than 1,000 Dth, the actual positive imbalance volumes shall be "cashed out" according to the following formula:

|   |     |   |     |            |
|---|-----|---|-----|------------|
|   | 0   | - | 5%  | 100% of LP |
| > | 5%  | - | 10% | 85% of LP  |
| > | 10% | - | 15% | 70% of LP  |
| > | 15% | - | 20% | 60% of LP  |
| > | 20% |   |     | 50% of LP  |

Schedule LMS - MA  
Load Management Service - Market Area (continued)

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the LP. Volumes making up the remaining 2% of the imbalance are priced at 85% of the LP.

- (d) Access to Information - Upon request, Transporter will make available within one business day following the production day the best information it has concerning the total physical deliveries at applicable delivery points. In addition, Transporter will make available by electronic means the best information it has concerning the scheduled and allocated deliveries at all of Operator's delivery points. No later than 11:00 a.m. Central Time on the first full business day following the production day, this information regarding the scheduled and allocated deliveries shall become "Operational Data" and Operators will be entitled to rely on the Operational Data for purposes of correcting imbalances during the month. Imbalances will be cashed out on the basis of actual deliveries and scheduled quantities; provided that the penalty level and pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Transporter based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations.
- (e) Limitation on Penalties - Any imbalances caused by an event which excuses performance under Article X of the General Terms and Conditions or caused by an action of Transporter, will not be included in the calculation of the % monthly imbalance for purposes of determining the appropriate cash out level of this Rate Schedule.
- (f) If Transporter, from time to time, uses temporary third party storage and associated transportation service to balance its system or to avoid circumstances which would require restrictions on gas flows, Transporter shall post on PASSKEY twice per calendar year its need for such additional storage and the specific area where the assistance is needed. Transporter shall accept competitive bids to meet its need and post the results of the auction.
- (g) Disposition of Net Cashout Balance
  - (i) On an annual basis for the period commencing September 1 and ending August 31 ("Annual Cashout Period"), Transporter shall determine its Net Cashout Balance and file with the Commission a Cashout Report stating that balance by November 30 immediately following the Annual Cashout Period. Transporter will calculate its Net Cashout Balance in accord with that certain Stipulation and Agreement in Docket Nos. RP95-64 et al., filed on March 25, 1999 and approved by Commission order dated April 28, 1999 ("Cashout Settlement"). Pursuant to the Cashout Settlement, the following items are the only items to be included in the calculation of Transporter's Net Cashout Balance:

Item No. 1. Net Annual Cashout Activity: For the Annual Cashout Period, Tennessee shall determine its Net Cashout Activity. Net Cashout Activity is defined as: (a) the net revenue or net cost experienced by Tennessee from all monthly cashout sales and purchases pursuant to Rate Schedules LMS-MA and LMS-PA of this FERC Gas Tariff (collectively, "LMS Rate Schedules") [including the revenues received and costs avoided pursuant to application of the cashout penalty provisions under Sections 7(c)(vii)(C) and (D) of Rate Schedule LMS-MA and Sections 7(d)(iii) and (iv) of Rate Schedule LMS-PA] and (b) the net quantity in dekatherms of gas sold or purchased, pursuant to the LMS Rate Schedules (i.e. the quantity by which cashout sales exceed

Schedule LMS - MA  
Load Management Service - Market Area (continued)

- (ii) Operational Transactions: Operational Transactions are those Operational Purchases and Operational Sales which Transporter may from time to time, in its discretion, enter into with third parties to balance Transporter's system and to maintain operational integrity. Pursuant to this Section 7(g)(ii), Transporter may purchase gas quantities for receipt into its system and may sell gas quantities for delivery out of its system. These Operational Transactions may be conducted on a first-come/first-served basis at posted prices, or pursuant to an open auction or electronic gas trading system, or negotiated directly with third parties.

The Operational Transactions utilized to reconcile Net Cashout Activity pursuant to Section 7(g)(i) Item No. 2 of this Rate Schedule must occur during the Annual Cashout Period; provided, however, that if the quantity of Operational Purchases or Operational Sales, as applicable, is insufficient to offset the quantity of Net Cashout Activity, then an additional month of Operational Transactions, ending on September 30, thirteen months after the start of the Annual Cashout Period, shall be included in the Cashout Report in order to reconcile Net Cashout Activity. Gas quantities from an Operational Transaction which are used to offset Net Cashout Activity in one Cashout Report cannot be used to offset cashout activity in a subsequent Cashout Report.

- (iii) Annual Cashout Report: Transporter shall include in the Cashout Reports filed pursuant to this Section 7(g) monthly detail for Item Nos. 1, 4 and 5 as described in Section 7(g)(i). Such detail shall include a listing of monthly imbalances in dekatherms and dollars by cashout shipper in support of the cashout activity in the report. Transporter will include a list in the Cashout Report of all Operational Purchases and Operational Sales transactions by month during the applicable Annual Cashout Period, plus the additional month provided pursuant to Section 7(g)(ii), if applicable, and will show the derivation of the weighted average price of the Operational Transactions utilized to reconcile Net Cashout Activity for the Annual Cashout Period as described in Item No. 2 in Section 7(g)(i). In addition, Transporter shall include in the Cashout Report detailed support for any required Balancing Entry, Balancing Entry Pricing and Balancing Entry Pricing Adjustment pursuant to Item No. 3 of Section 7(g)(i) of this Rate Schedule.

To the extent that the Net Cashout Balance in any Annual Cashout Period results in a positive balance, Transporter shall refund such balance to shippers and OBA point operators subject to the cashout provisions of Rate Schedules LMS-MA and LMS-PA.

Schedule LMS - MA  
Load Management Service - Market Area (continued)

Refunds shall be based on the sum of commodity volumes for Non-Offending parties for the applicable cashout period. Non-Offending parties shall be determined on a monthly basis and are those shippers and OBA point operators subject to the cashout provisions of Rate Schedules LMS-MA and LMS-PA that had an imbalance within a zero to five percent tolerance (as calculated according to Section 7(c) of this Rate Schedule) or 1000 Dth. The total monthly commodity volumes for Non-Offending parties will be accumulated for the applicable annual cashout period and a pro rata allocation will be applied to the total amount to be refunded in order to determine the refund amount for each party. When refunds are to be made, Transporter shall include in the Annual Cashout Report a schedule supporting the allocation of refunds to each party.

To the extent that the Net Cashout Balance in any Annual Cashout Period results in a negative balance, such balance shall be carried forward and applied to the next annual determination of the Net Cashout Balance.

- (h) Mutual Assistance - In order to prevent or alleviate an operational constraint on its system, Transporter may request that a Balancing Party increase or decrease its flows at stated point(s) independent of the nominations at that point(s). In any month in which a Balancing Party conforms with the request made by Transporter, Transporter shall waive all Daily Variance charges, for those days that Balancing Party provided mutual assistance, accrued by the Balancing Party during such month. The agreement to provide mutual assistance shall be at the discretion of Balancing Party and Transporter.

8. Storage Swing Option

- (a) A Balancing Party meeting the requirements set forth in this section may elect to resolve Daily Imbalances through the Storage Swing Option. The Storage Swing Option is designed to allow a Balancing Party with access to storage contracts provided by Transporter under Rate Schedule FS or IS or with access to swing service provided by a third party ("Third Party Provider or TPP") to use such access for balancing of Daily Imbalances. A Balancing Party may use any number of designated FS or IS contracts or TPP Service Points (as defined in Section 8(c)(i) of this Rate Schedule) at a time for swing purposes. Balancing Party's rights hereunder shall be limited to those of the contracting party under the applicable FS or IS contracts or TPP Service Points.
- (b) Storage Swing Using a Storage Contract(s)
  - (i) General Requirements: A Balancing Party electing to use a storage contract(s) under Transporter's Rate Schedule FS or IS for swing purposes must provide Transporter with the following information no later than 2 business days prior to when the Storage Swing Option is to be effective and for each subsequent re-election consistent with Section 5 of Rate Schedule LMS-MA: FS or IS contract number(s), FS or IS contracting party(s), any applicable agency contract number(s), any applicable agent(s) and its fuel election as provided in Section 8(d) of this Rate Schedule and any applicable ranking of the storage contracts.

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**Fifth Revised Sheet No. 209C** Fifth Revised Sheet No. 209C : Effective  
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Schedule LMS - MA  
Load Management - Market Area (continued)

All points covered by Balancing Party's Balancing Agreement must be listed as a Primary Delivery Point on at least one firm transportation contract and the FS or IS Service Point used for swing must be in the Transportation Path of the firm transportation contract(s).

- (ii) Daily Imbalances: A Balancing Party's Daily Imbalances (as defined in Section 7(a) (i) above) at Delivery Point(s) up to the MDWQ stated in the designated contract(s) shall be treated as automatic storage injections or withdrawals under the specified contract(s) and assessed the applicable charges under the contract(s). Quantities taken in excess of Scheduled Quantities shall be treated as storage withdrawals and quantities taken below Scheduled Quantities shall be treated as storage injections. Daily Imbalances shall be netted against any offsetting scheduled withdrawals or injections for that day. Daily Imbalances in excess of the MDWQ under the applicable FS storage contract(s) will be treated as Authorized Overruns pursuant to Section 7 of Transporter's FS Rate Schedule and shall be assessed the applicable FS charges. If more than one contract is being utilized by the Balancing Party, the swing volumes will be allocated among the contracts based on the ranking provided by the Balancing Party. If no ranking is provided, the swing volumes will be prorated among the contracts based on their respective MDWQs. Transporter reserves the right to restrict variances in excess of the MDIQ, and/or MDWQ, if, in Transporter's sole discretion, operational conditions require such a restriction. In the event that Transporter restricts variances in excess of the MDIQ and/or MDWQ, Transporter shall post a notice on PASSKEY, as well as provide fax notification to the affected Shipper's gas control.

If the storage contracting party is different from the Balancing Party, all bills for storage activity, including balancing pursuant to this Section 8, shall be sent to the storage contracting party, who shall be liable for payment unless the storage contracting party appoints Balancing Party to act as agent and executes all necessary agreements pursuant to Transporter's FERC Gas Tariff and directs Transporter to send all bills to Balancing Party as agent.

Nothing herein shall exempt a Balancing Party from compliance with a Critical Day Notice or an Operational Flow Order issued pursuant to Article VIII of Transporter's General Terms and Conditions and the OBA Transportation Service provisions, or

Schedule LMS - MA  
Load Management - Market Area (continued)

from penalties resulting from noncompliance.

(c) Swing Service Using a TPP Service Point ("TPP Service")

- (i) General Requirements: In order for a Balancing Party to use TPP Service, the Balancing Party (hereinafter referred to as "TPP Shipper" for purposes of this Section 8(c)) must provide Transporter with the following information no later than 2 business days prior to when the TPP Service is to be effective and for each subsequent re-election consistent with Section 5 of this Rate Schedule LMS-MA: any applicable contract number(s) for the TPP Shipper's contract(s) with the TPP and the TPP's Balancing Agreement(s), the identity of the TPP, any applicable agency contract number(s), any applicable agent, TPP Shipper's fuel election as provided in Section 8(d) of this Rate Schedule, and any applicable ranking of the TPP contracts. All points covered by TPP Shipper's Balancing Agreement must be listed as a Primary Delivery Point on at least one firm transportation contract. The TPP must have entered into a Balancing Agreement, and a TPP Agreement, in the form set forth in Transporter's FERC Gas Tariff (hereinafter referred to as "TPP Contractor"). The TPP Contractor must have the ability to verify change in flow by real-time validation to Transporter through electronic telemetry equipment. The point of interconnection between the facilities of Transporter and the facilities of the TPP Contractor shall be termed the "TPP Service Point." A TPP Contractor must enter into a separate TPP Agreement for each TPP Service Point. By electing to use TPP Service, TPP Shipper authorizes Transporter to provide the TPP Contractor with information regarding activity at the Delivery Point(s) covered under TPP Shipper's Balancing Agreement, including but not limited to actual quantities delivered, TPP Quantities as defined in the TPP Agreement, and information regarding transportation from the TPP Service Point to the Delivery Point(s) covered by the TPP Shipper's Balancing Agreement. Transporter shall have no obligation to enter into a TPP Agreement with any TPP Contractor that does not meet Transporter's credit requirements or to continue a TPP Agreement with any TPP Contractor that violates the provisions of the TPP Agreement or otherwise jeopardizes Transporter's system operations.

If a TPP Service Point is being utilized by the TPP Shipper in conjunction with a FS or IS contract or another TPP Service Point,

Schedule LMS - MA  
Load Management - Market Area (continued)

the TPP Shipper must provide the respective MDWQs, or their equivalent, of the TPP Service Point(s) for purposes of allocating the Daily Imbalances among the contracts. The TPP Service Point must be in the Transportation Path of a Firm Transportation Agreement associated with Balancing Party's delivery points.

- (ii) Daily Imbalances: For purposes of balancing hereunder, a TPP Shipper's Daily Imbalance (as defined in Section 7(a) (i) above) at Delivery Point(s) shall be treated by Transporter as scheduled transportation. Quantities taken in excess of the scheduled deliveries at points covered by the TPP Shipper's Balancing Agreement shall be treated as receipts at the TPP Service Point and quantities taken below the scheduled deliveries at points covered by the TPP Shipper's Balancing Agreement shall be treated as deliveries at the TPP Service Point. TPP Shipper's liability for transportation charges for swings using a TPP Service Point shall be limited to payment of the Transportation Component pursuant to subsection (d) of this Section 8. Nothing herein shall exempt a TPP Shipper from compliance with a Critical Day Notice or an Operational Flow Order issued pursuant to Article VIII of the General Terms & Conditions of Transporter's FERC Gas Tariff or with OBA Transportation Service provisions, or from penalties resulting from noncompliance.
  
- (d) Transportation Component: Balancing Party shall be assessed or credited a transportation component on all Daily Imbalances. When Balancing Party takes more gas than is scheduled, Transporter shall assess a commodity rate under its FT-A Rate Schedule for each dekatherm by which Balancing Party exceeds its scheduled quantity. The commodity rate shall equal the transportation rate, including fuel and all applicable surcharges, from the zone of the Storage Contract or TPP Service Point to the zone where the Balancing Party's delivery point(s) are located. When Balancing Party takes less gas than is scheduled, Transporter shall credit Balancing Party an amount using the commodity rate under its FT-A Rate Schedule. The commodity rate shall equal the difference between the rate for transportation from Transporter's Zone 1 to the Zone of the OBA Delivery Point(s) and Zone 1 to the Storage Contract or TPP Service Point, including fuel and all applicable surcharges. However, credits under this section shall not exceed, on a unit-for-unit basis, the average commodity transportation rate paid for deliveries to the points covered by Balancing Party's Balancing Agreement during the applicable month. Balancing Party may elect to resolve the fuel portion of the Transportation Component through a volumetric adjustment to the Storage Contract or TPP storage balance. Applicable fuel charges shall be treated as automatic storage withdrawals and applicable fuel credits shall be treated as automatic storage injections.

Schedule LMS - MA  
Load Management - Market Area (continued)

- (e) Notice of Swings: A Balancing Party shall use reasonable efforts to give Transporter's Gas Control notice by telephone or by fax when Balancing Party intends to swing by more than 10% of scheduled quantities. Upon Transporter's request, Balancing Party shall also provide Transporter's Gas Control with daily or monthly non-binding injection/withdrawal schedules.
  - (f) Upon one day's prior notice, Transporter reserves the right to terminate a Balancing Party's election of the Storage Swing Option utilizing storage contracts under Rate Schedule FS if: (A) operating conditions do not permit Authorized Overruns pursuant to Section 7 of Rate Schedule FS; (B) Transporter has provided Balancing Party with a warning via fax that Balancing Party is exceeding its contractual rights under Rate Schedule FS pursuant to this Section 8; and (C) after such warning, Balancing Party continues to exceed its contractual rights under Rate Schedule FS pursuant to this Section 8. Transporter may also terminate a TPP Shipper's election of TPP Service utilizing a TPP Service Point(s), upon one day's prior notice, if: (A) TPP Shipper's TPP Contractor has violated any of the terms and conditions of this Section 8 or of the TPP Agreement; and (B) after a warning has been provided via fax, the TPP Contractor continues to violate the terms and conditions of this Section 8 or the TPP Agreement. Transporter reserves the right to interrupt and/or terminate a Balancing Party's election of the Storage Swing Option utilizing Storage Contracts under Rate Schedule IS pursuant to the terms and conditions contained in Rate Schedule IS.
9. Downstream Storage Swing Option
- (a) Definitions: As used in connection with the Downstream Storage Swing Option ("DSS Option"), the following terms shall have the following meanings:
    - (i) "Pipeline Balancing Party" shall mean a Balancing Party that is an interstate pipeline whose facilities interconnect with those of Transporter and who has executed a Delivery Point Balancing Agreement (not a Pipeline Balancing Agreement) with Transporter under this Rate Schedule.
    - (ii) "Storage Contract Holder," for purposes of the DSS Option, shall mean a Shipper who is under Transporter's FS Rate Schedule ("FS Contract Holder") and/or who is a TPP Shipper as defined in Section 8(c) (i) of this Rate Schedule, and whose facilities do not directly connect to Transporter's system but whose facilities do directly connect to the system of the Pipeline Balancing Party.
    - (iii) "Downstream Delivery Point(s)" shall mean the point(s) of interconnect between the facilities of a Storage Contract Holder and a Pipeline Balancing Party.
    - (iv) "Pipeline Interconnect" shall mean the point of interconnection between the facilities of Transporter and a Pipeline Balancing Party.
    - (v) "DSS Amendment" shall mean the Downstream Storage Swing Amendment to the Delivery Point Balancing Agreement discussed in subsection (c) of this Section 9.

Schedule LMS - MA  
Load Management - Market Area (continued)

- (b) Description: A Pipeline Balancing Party may elect the DSS Option in accordance with the requirements set forth below. The DSS Option allows the Daily Variances (as defined in Section 7(b)(i) above) at Downstream Delivery Point(s) to be treated as automatic storage injections or withdrawals under the storage contracts of FS Contract Holders or as scheduled transportation on contracts with a TPP(s) for TPP Shippers subject to the limitations described below. The effect of such an election on the Pipeline Balancing Party's Delivery Point Balancing Agreement is an adjustment in monthly imbalances that must be resolved through the Cash Out Option. On a daily basis, the imbalance at the Pipeline Interconnect shall be adjusted to reflect Daily Variances (subject to limitations under this Rate Schedule) at Downstream Delivery Points. The DSS Option is designed to be used in conjunction with the Cash Out Option. Nothing in this Section 9 shall affect a Pipeline Balancing Party's obligation to cash out imbalances at the Pipeline Interconnect in accordance with the Cash Out Option. The DSS Option may not be used in conjunction with the Storage Swing Option.
- (c) General Requirements: In order for a Pipeline Balancing Party to use the DSS Option, the Pipeline Balancing Party must have an effective Delivery Point Balancing Agreement with Transporter pursuant to this Rate Schedule and must also execute a DSS Amendment in the form set forth in Transporter's FERC Gas Tariff. The DSS Amendment obligates the Pipeline Balancing Party to provide to Transporter information regarding Daily Variances at the Downstream Delivery Point(s) no later than two (2) business days after the date of flow and provides for adjustment of operational imbalances to reflect storage swing activity. The flow at the Pipeline Interconnect must also be able to be measured through equipment meeting Electronic Custody Transfer Standards. Pipeline Balancing Party may elect the DSS Option for up to ten (10) consenting Storage Contract Holders. Each Storage Contract Holder may designate up to two of its FS Contracts or TPP Service Points (as defined in Section 8(c)(i) of this Rate Schedule) for resolution of Daily Variances at Downstream Delivery Points. The Storage Contract Holder's FS Service Point or TPP Service Point must be located in the same zone, an adjacent zone or a zone downstream of the Pipeline Interconnect. For purposes of this subsection (c), Zone 4 shall be considered adjacent to Zones 3 and 6 and Zone 3 shall be considered adjacent to Zones 2 and 4.
- (d) Specific Requirements: A Pipeline Balancing Party must make a DSS Option election five (5) business days prior to the beginning of a calendar month. Elections shall remain in effect throughout the month, and continue on a month-to-month basis unless changed by Pipeline Balancing Party. The Pipeline Balancing Party must also provide Transporter with the following:
- (i) a DSS Option election in a form that may be obtained from Transporter, executed by Pipeline Balancing Party and the Storage Contract Holder authorizing the adjustment of its FS Contract(s) or the applicable contract(s) with the TPP and firm transportation contract(s) to reflect activity under the DSS Option. A separate election form must be completed for each Storage Contract Holder; and

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Load Management - Market Area (continued)

- (ii) Transporter's Service Package numbers for the Storage Contract Holder's FS contract(s) with Transporter or the applicable contract number(s) for the contract(s) with the TPP; and
  - (iii) the Service Package numbers for the Storage Contract Holder's firm transportation contract(s) with Transporter that list an FS Service Point or TPP Service Point as a Primary Receipt Point and the Pipeline Interconnect as a Primary Delivery Point; and
  - (iv) the Service Package number for Pipeline Balancing Party's Balancing Agreement with Transporter.
- (e) Daily Variances: Commencing on the effective date of the DSS Option and subject to the restrictions set forth in subsection (g) below, the Daily Variances at the Downstream Delivery Point(s), as communicated to Transporter by the Pipeline Balancing Party, shall be treated as automatic storage injections or withdrawals under the Storage Contract Holder's FS contract(s). Quantities taken in excess of scheduled quantities at the Downstream Delivery Point(s) shall be treated by Transporter as scheduled storage withdrawals and quantities taken below scheduled quantities at the Downstream Delivery Point(s) on the Pipeline Balancing Party shall be treated as scheduled storage injections. Charges associated with Daily Variances shall be netted against the applicable charges assessed against the FS Contract Holder for any offsetting scheduled withdrawals or injections for that day.

For Storage Contract Holders who are TPP Shippers, the Daily Variances at the Downstream Delivery Point(s), as communicated by Transporter to Balancing Party, shall be treated as scheduled transportation. Quantities taken in excess of scheduled quantities at the Downstream Delivery Point(s) shall be treated by Transporter as receipts at the TPP Service Point and quantities taken below the scheduled quantities at the Downstream Delivery Point(s) shall be treated as deliveries at the TPP Service Point. Transportation charges for swings using a TPP Service Point shall be limited to payment of the Transportation Component pursuant to Section 8(d) of this Rate Schedule.

If two FS Contracts, two TPP Service Points or a combination of an FS Contract and a TPP Service Point are being utilized by the Storage Contract Holder, the Daily Variance will be prorated between the two contracts based on their respective MDWQs.

- (f) Applicable Charges: The Storage Contract Holder shall be liable for all applicable injection, withdrawal and firm transportation charges just as if the Storage Contract Holder had nominated the storage and transportation to match the actual flow. Except as provided in subsection (g), in the event that actual flow exceeds a Storage Contract Holder's contractual limitation, authorized overrun charges shall apply.
- (g) Swing Limitation: All or any portion of a Daily Variance at a Downstream Delivery Point will not be treated as an automatic storage injection or withdrawal or as scheduled transportation to the extent that on any day, Transporter has restricted authorized overrun transportation and the sum of (i) the quantity of gas scheduled under the Storage Contract Holder's firm transportation contract specified pursuant to subsection (d) of this Section 9, and (ii) the Daily Variance, would exceed the TQ under the firm transportation contract specified pursuant to subsection (d) of this Section 9. The portion of the Daily Variance that exceeds this limit shall be accounted for as an imbalance at the Pipeline Interconnect and

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Schedule LMS - MA  
Load Management - Market Area (continued)

shall be cashed out in accordance with Section 7 of this Rate Schedule. In addition, Transporter reserves the right to restrict variances in excess of the FS Contracting Party's MDIQ and/or MDWQ, if, in Transporter's sole discretion, operational conditions require such a restriction. In the event that Transporter restricts variances in excess of the MDIQ and/or MDWQ, Transporter shall post a notice on PASSKEY, as well as provide fax notification to the affected FS Contract Holder.

- (h) Transporter shall be entitled to rely for all purposes on information provided by Pipeline Balancing Parties regarding Storage Contract Holders' activity at Downstream Delivery Points and shall have no liability to Storage Contract Holders for acting on such information in a manner that is consistent with Transporter's FERC Gas Tariff.
- (i) In the event that Transporter suspends the DSS Option pursuant to the DSS Amendment, the DSS Option will automatically become effective again when the condition that necessitated the suspension has ceased to exist unless the Shipper exercising the DSS Option chooses not to resume the DSS Option.
- (j) Nothing in this Section 9 shall exempt a Pipeline Balancing Party from compliance with a Critical Day or an Operational Flow Order issued pursuant to Article VIII of Transporter's General Terms & Conditions, and the OBA Transportation Service provisions or from penalties resulting from noncompliance.

10. Operational Integrity

Nothing in this Rate Schedule LMS-MA shall limit Transporter's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system, or the ability of Transporter to transport quantities scheduled by any Shipper.

11. General Terms and Conditions

All of the General Terms and Conditions of Transporter's FERC Gas Tariff are part of this Rate Schedule.

12. Third Party Imbalance Management Services

Nothing in this Tariff shall be construed as prohibiting a Balancing Party from availing itself of the opportunity to obtain similar imbalance management services from third party providers. Transporter shall provide such Balancing Party access to transportation and other pipeline services without undue discrimination or preference.

Schedule LMS - MA  
Load Management Service - Market Area (continued)

cashout purchases or cashout purchases exceed cashout sales). Daily Imbalance Charges received by Transporter pursuant to Section 7(a) of this Rate Schedule and Section 5 of Rate Schedule LMS-PA shall not be included in the calculation of revenues received for purposes of determining Transporter's Net Cash Out Activity.

Item No. 2. Operational Activity: For the Annual Cashout Period, Tennessee's Net Cashout Activity shall be reconciled with Operational Transactions (as defined in Section 7(g)(ii) of this Rate Schedule and occurring within the applicable Annual Cashout Period plus, if necessary, one additional month ending on the September 30 which is thirteen months after the start of the Annual Cashout Period) in the following manner:

- (a) Net Cashout Sale: To the extent that Tennessee has, on a dekatherm basis, experienced a net sale of gas for the Annual Cashout Period as determined in Item No. 1(b) supra, Tennessee shall offset the net sale with an entry in the Cashout Report equal to the weighted average price per dekatherm of all Operational Purchases (as defined in Section 7(g)(ii) of this Rate Schedule) for the annual period multiplied by the net cashout sale quantity. If Tennessee has not made sufficient Operational Purchases to fully offset the net cashout sale, Tennessee shall include all of the Operational Purchases in the Cashout Report plus an additional Balancing Entry purchase to reconcile the remaining net cashout sale as described below in Item No. 3 of this Section 7(g)(i).
- (b) Net Cashout Purchase: To the extent that Tennessee has, on a dekatherm basis, experienced a net purchase of gas for the Annual Cashout Period as determined in Item No. 1(b) supra, Tennessee shall offset the net purchase with an entry in the Cashout Report equal to the weighted average price per dekatherm of all Operational Sales (as defined in Section 7(g)(ii) of this Rate Schedule) for the annual period multiplied by the net cashout purchase quantity. If Tennessee has not made sufficient Operational Sales to fully offset the net cashout purchase, Tennessee shall include all of the Operational Sales in the Cashout Report plus an additional Balancing Entry sale to reconcile the remaining net cashout purchase as described below in Item No. 3 of this Section 7(g)(i).
- (c) Operational Transactions Pricing: In determining the average price of Operational Purchases and Operational Sales, the prices used shall be the actual prices experienced by Tennessee; provided, however, that the price shall be adjusted for all transactions for which receipt or delivery occurs downstream of Station 87 on Tennessee's system. For all such transactions occurring downstream of

Schedule LMS - MA  
Load Management Service - Market Area (continued)

Station 87, the transaction price will be reduced by subtracting a "transportation component" from the price so as to make the price comparable to a price in the Gulf of Mexico gas supply area; the "transportation component" -- as defined in Section 7(c)(iii) of this Rate Schedule -- shall be equal to Tennessee's Rate Schedule FT-A maximum commodity rate (including fuel and surcharges) for transportation from Zone 1 on Tennessee's system to the zone in which the operational transaction occurred.

Item No. 3. Balancing Entry: To the extent that Tennessee's Operational Transactions (as defined in Section 7(g)(ii) of this Rate Schedule and occurring within the applicable Annual Cashout Period plus, if necessary, one additional month ending on the September 30 which is thirteen months after the start of the Annual Cashout Period) are insufficient to fully offset the Net Cashout Activity, Tennessee shall include in the Cashout Report a Balancing Entry to reconcile the remaining Net Cashout Activity in the following manner:

- (a) Net Cashout Sale: To the extent that Tennessee has experienced a net cashout sale, but has not made sufficient operational purchases to fully offset the net cashout sale, a Balancing Entry of operational purchases will be included in the Cashout Report equal to the quantity of deficient operational purchases multiplied by a price based upon a NYMEX futures price as described in Item Nos. 3(c) and 3(d) below.
- (b) Net Cashout Purchase: To the extent that Tennessee has experienced a net cashout purchase, but has not made sufficient operational sales to fully offset the net cashout purchase, a Balancing Entry of operational sales will be included in the Cashout Report equal to the quantity of deficient operational sales multiplied by a price based upon a NYMEX futures price as described in Item Nos. 3(c) and 3(d) below.
- (c) Balancing Entry Pricing: The price for Balancing Entry quantities shall be taken from the NYMEX Henry Hub 12-month projection of future monthly gas prices for November through October as of the close of business on September 30 following the close of the Annual Cashout Period. For Balancing Entry quantities up to and including 500,000 dekatherms, the fourth highest NYMEX future monthly price shall be the price for Balancing Entry sale quantities and the fourth lowest NYMEX future monthly price shall be the price for Balancing Entry purchase quantities. For Balancing Entry quantities in excess of 500,000 dekatherms, if any, the price of Balancing Entry sale quantities shall be the highest NYMEX future monthly price, and the price for Balancing Entry purchase quantities shall be the lowest NYMEX future monthly price.

Schedule LMS - MA  
Load Management Service - Market Area (continued)

- (d) Balancing Entry Pricing Adjustment: the Balancing Entry prices shall be adjusted for a "basis spread differential" between NYMEX Henry Hub prices and prices in the Gulf of Mexico gas supply area; specifically, any Balancing Entry price shall be adjusted from the NYMEX price for a "basis spread differential" equal to the difference between (i) the average of Tennessee's twelve average monthly cashout prices (as determined pursuant to Section 7(c)(iv) of this Rate Schedule) for the Annual Cashout Period and (ii) the average of the Cash Market Hub Trading monthly prices for the Henry Hub (as quoted in Natural Gas Week) for the twelve months covered by the Annual Cashout Period.

Item No. 4. Interruptible Storage Revenues: A credit to Tennessee's Net Cashout Balance equal to the total value of gas forfeited to Tennessee by Rate Schedule IS shippers pursuant to Sections 3.3 and 3.4 of Rate Schedule IS during the Annual Cashout Period; the total value under this subsection shall be based on pricing the forfeited gas at the simple average of the weekly spot price postings provided by Natural Gas Week, for the month in which the gas is forfeited, for each of Tennessee's four geographic gas receipt regions, i.e. Louisiana Offshore, Louisiana Onshore, Texas Offshore, and Texas Onshore. In addition, Tennessee's Net Cashout Balance shall be credited with the revenue received, if any, from the sale of storage inventory pursuant to Section 6.4 of Rate Schedule IS during the Annual Cashout Period. The quantity of storage inventory sold pursuant to Section 6.4 of Rate Schedule IS shall be treated as a cashout sale and included for purposes of reconciliation in the net quantity described in Item No. 1(b) of this Section 7(g)(i);

Item No. 5. Third-Party Storage Costs: A debit to Tennessee's Net Cashout Balance equal to the actual costs incurred by Tennessee to use third-party storage to balance its system pursuant to Section 7(f) of this Rate Schedule, not to exceed \$1 million per Cashout Report.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Fifth Revised Sheet No. 210** Fifth Revised Sheet No. 210 : Effective  
Superseding: Third Revised Sheet No. 210

Rate Schedule LMS - PA  
Load Management Service - Pooling Area

1. Availability

Transporter shall provide a daily swing and monthly balancing service to the following persons ("Balancing Parties") located at receipt points on Transporter's system:

- (a) the operator of connecting facilities at a receipt point(s) on Transporter's system who has executed a Receipt Point Balancing Agreement ("OBA Operator");
- (b) a producer of natural gas flowing gas through a receipt point(s) on Transporter's system who has executed a Receipt Point Balancing Agreement and who is subject to a Predetermined Allocation Methodology (PDA) at each applicable point ("Producer");
- (c) a pipeline or plant operator whose facilities interconnect with Transporter's system who has executed a Receipt Point Operational Balancing Agreement ("OBA Operator");
- (d) a supply aggregator who has executed a Receipt Point Balancing Agreement and who has obtained agreements from parties flowing gas through a receipt point that impose responsibility on aggregator for all scheduling and balancing at stated receipt points and that provide authority and ability to aggregator to change physical flows at the stated receipt points upon notice from Transporter to the aggregator;  
or
- (e) a supply aggregator who has executed a Supply Aggregation Service Agreement.

2. Applicability

- (a) The terms, conditions and charges set forth in this Rate Schedule governing daily and monthly balancing shall apply conjunctively to all gas flowing through meters covered by a Receipt Point Balancing Agreement. A Receipt Point Balancing Agreement may include all receipt points flowing gas under the control of the Balancing Party that are located in a single Pooling Area.

Rate Schedule LMS - PA  
Load Management Service - Pooling Area (continued)

- (b) The terms, conditions and charges of this Rate Schedule shall not apply to points covered by a Pipeline Balancing Agreement executed by a pipeline providing transportation services to and/or from a point of interconnection.
- (c) The daily balancing and monthly cash out procedures shall also apply to receipts scheduled under a transportation agreement that is not covered by a Balancing Agreement.

3. Allocations of Receipts

The quantities of gas received by Transporter at any receipt point shall be allocated pursuant to the procedures set forth in Article III, Section 3 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

4. Scheduling and Confirmation By Operator

An operator will confirm the nominations of the quantities to be scheduled at the receipt point. At receipt points governed by producer/aggregator level Balancing Agreements, the operator will confirm the producer level PDA for the point. The operator and producer will confirm the nominations of the quantities to be scheduled at the point. The operator and each producer will notify the affected Shipper, operator and/or producer and Transporter, via PASSKEY, within the time frame specified in the General Terms and Conditions of any change in the nomination by the Shipper to confirm nominations scheduled for delivery.

5. Daily Imbalances Charges

- (a) The Daily Imbalance for a Balancing Party or Shipper ("Party") shall be the difference between the total net quantities scheduled for receipt at the point(s) as set forth in the Agreement subject to this Rate Schedule ("Agreement") and the actual quantities of gas taken by the Party at such point(s) for each day.
- (b) Each day, Transporter shall provide on PASSKEY a continuous notice of the net pipeline position of Transporter's pipeline system. Beginning at 12 PM CCT each gas day, Transporter shall monitor the net pipeline position and provide notice via e-mail to customers the first time the net pipeline position is greater than plus or minus 4.5%. Transporter shall determine the net pipeline position by dividing the sum of the total positive or negative cumulative imbalances at all points covered by this Rate Schedule and the total positive or negative cumulative imbalances at all points covered under Rate Schedule LMS-MA by the sum of the total scheduled quantities at all points covered under this Rate Schedule and the total scheduled quantities at all points covered under Rate Schedule LMS-MA. The resulting % imbalance is the net pipeline position.
- (c) On a day that the net pipeline position exceeds plus or minus 5%, any Party under this Rate Schedule that 1) has a Daily Imbalance that exceeds the greater of 10% of scheduled quantities or 1,000 Dth but less than or equal to 20% of that Party's scheduled quantities and 2) the Daily Imbalance is in the same direction as the net pipeline position, shall be assessed a per dekatherm Daily Imbalance Charge equal to two times the currently effective maximum rate under Transporter's Rate Schedule PAL. The Daily Imbalance Charge under this Section 5(c) shall apply only to those quantities of the Daily Imbalance that exceed the greater of 10% of scheduled quantities or 1,000 Dth but are less than or equal to 20% of the Party's scheduled quantities for that day.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Fifth Revised Sheet No. 211A** Fifth Revised Sheet No. 211A : Effective  
Superseding: Third Revised Sheet No. 211A

Rate Schedule LMS - PA  
Load Management Service - Pooling Area (continued)

- (d) On a day that the net pipeline position exceeds plus or minus 5%, any Party under this Rate Schedule that 1) has a Daily Imbalance greater than 20% of that Party's scheduled quantities and 2) the Daily Imbalance is in the same direction as the net pipeline position, in addition to the Daily Imbalance Charge set forth in Section 5(c) above, shall also be subject to a per dekatherm Daily Imbalance Charge equal to four times the currently effective maximum rate under Transporter's Rate Schedule PAL. The Daily Imbalance Charge under this Section 5(d) shall apply only to those quantities of the Daily Imbalance that exceed 20% of the Party's scheduled quantities for that day.
- (e) All revenues collected by Transporter as payment of the Daily Imbalance Charges assessed under this Section 5 shall be credited to Eligible Parties. Eligible Parties are Parties under this Rate Schedule and Balancing Parties under Rate Schedule LMS-MA whose Daily Imbalances were equal to or less than plus or minus 5% of the Parties' scheduled quantities on the day(s) that Daily Imbalance Charges were assessed. An Eligible Party will receive a pro rata allocation of the payments of the Daily Imbalance Charges collected for a particular day based on the scheduled quantities under the Eligible Party's Agreement for that day. Credits to an Eligible Party will be aggregated throughout the calendar year and will be disbursed annually to the Eligible Party on the invoice following the first production month of the following year. Tennessee will also post on its interactive Internet website the amount collected and the amount credited to each Eligible Party.
- (f) Transporter shall not assess any Daily Imbalance Charges against Parties whose scheduled and flowing services are bumped as a result of an intra-day nomination change in accordance with Article III, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff. This waiver of Daily Imbalance Charges shall apply only for the day(s) on which the services were bumped.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Tenth Revised Sheet No. 212** Tenth Revised Sheet No. 212 : Effective  
Superseding: Eighth Revised Sheet No. 212

Rate Schedule LMS - PA  
Load Management Service - Pooling Area (continued)

6. Midmonth Activity

- (a) Based upon the best information available, all parties subject to this Rate Schedule shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If any such party fails to take such corrective action, then Transporter may, upon one day's notice, adjust such party's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations provided Transporter determines that such action is necessary either to maintain the operational integrity of the system or to enable Transporter to meet its firm obligations to other customers on its system.
- (b) Balancing Parties under this Rate Schedule and Shippers whose transportation agreements are not covered by a Balancing Agreement will be allowed to trade offsetting imbalances incurred during the month with other Parties under Rate Schedules LMS-PA and LMS-MA.

Mid-Month Trading: All imbalance trading occurring during the month that the imbalance(s) occurred must be effected through the nomination of mid-month make-up volumes to a predesignated paper transfer point within the pooling area applicable to the Agreements. Any interzonal, inter-Pooling Area or any "receipt-to-delivery" imbalance trade may be effected by a Balancing Party nominating transportation from a point covered on its Balancing Agreement to a point on another Agreement where the trade will occur. A "receipt-to-delivery" imbalance trade is defined as any imbalance trade between a party under this Rate Schedule and a party under Rate Schedule LMS-MA whereby the party under this Rate Schedule is trading a "positive" imbalance (as defined in Section 7(c) of this Rate Schedule) with a "negative" imbalance (as defined in Section 7(c)(iii) of Rate Schedule LMS-MA) incurred by a party under Rate Schedule LMS-MA.

End-of-Month Trading: Parties will also be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Transporter of the identities of the Parties agreeing to the trade, and the volumes to be traded, no later than seventeen business days after the end of the month during which the imbalances occurred. For interzonal, inter-Pooling Area or receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Transporter of the party responsible for the transportation from point-to-point, zone to zone or Pooling Area to Pooling Area. If the Parties do not notify Transporter of the party responsible for the transportation, Transporter shall hold the Party who traded the imbalance due Transporter responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Transporter will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on PASSKEY.

For mid-month and end-of-month trading, transportation charges for interzonal or inter-Pooling Area trades solely under this Rate Schedule will be based upon the greater of the zone-to-zone commodity rates (including fuel and surcharges) associated with the specific firm transportation contract used by the Parties or the zone-to-zone commodity rates (including fuel and surcharges) associated with Transporter's Rate Schedule FT-A. Transportation charges for interzonal or inter-Pooling Area imbalance trades between a party under this Rate Schedule and a party under Rate Schedule LMS-MA and for receipt-to-delivery imbalance trades will be based upon the greater of the intrazone or zone-to-zone commodity rates (including fuel and surcharges) associated with the specific firm transportation contract used by the Parties or the zone-to-zone commodity rates (including fuel and surcharges) associated with Transporter's Rate Schedule FT-A. For imbalance trades on an Incremental Lateral as defined in Article XVIII, Section 2 of the General Terms and Conditions, the transportation charges as determined above will be based on the point of interconnection between the Incremental Lateral and Transporter's mainline to determine the zone for the lateral imbalance. In addition, the transportation charges will be increased by the applicable maximum commodity rate (including fuel and surcharges) under Rate Schedule FT-IL.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Sixth Revised Sheet No. 213** Sixth Revised Sheet No. 213 : Effective  
Superseding: Fourth Revised Sheet No. 213

Rate Schedule LMS - PA  
Load Management Service - Pooling Area (continued)

7. Monthly Imbalances

- (a) A Balancing Party's monthly imbalance shall be the net cumulative total of Daily Imbalances for all points covered by the Balancing Agreement adjusted for make-up quantities and imbalance trading transactions. When a Balancing Party is a supply aggregator who has executed a Supply Aggregation Service Agreement, the daily imbalance shall be the difference, by Supply Area or Market Area Pooling Area, between actual deliveries under the Supply Aggregation Service Agreement and the actual quantities received at all points covered by such Agreement. Unless Transporter and Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis during the month, each month Transporter and Balancing Party shall "cash out" the actual monthly imbalance. To determine the % monthly imbalance, Transporter shall divide the lesser of the monthly imbalance based on Operational Data or the actual monthly imbalance by the total scheduled quantities for all days of the month for all points covered by the Balancing Agreement, then multiply by 100.

Effective Date: 04/01/1996 Status: Effective  
FERC Docket: RP95-396-007

**Second Revised Sheet No. 214** Second Revised Sheet No. 214 : Effective  
Superseding: Sub Original Sheet No. 214

Rate Schedule LMS - PA  
Load Management Service - Pooling Area (continued)

- (b) A monthly imbalance under a transportation agreement shall be computed separately for each Receipt Region as set forth in Section 7(c) of this Rate Schedule. This imbalance shall be the cumulative net total of the Daily Variances at those receipt points within a Receipt Region at which service was received under the transportation agreement and where no Balancing Agreement is in effect. To determine the % monthly imbalance by a Shipper at receipt points not covered by a Balancing Agreement, Transporter shall divide the lesser of the monthly imbalance based on Operational Data or the actual monthly imbalance by the Shipper's total scheduled receipt quantities for all days of the month for all applicable receipt points, then multiply by 100.
- (c) If the monthly imbalance is due to an excess of actual receipts relative to scheduled quantities, then the monthly imbalance shall be considered a "positive" imbalance and Balancing Party/Shipper shall sell to Transporter, and Transporter shall buy from the Balancing Party/Shipper, in accordance with the formula listed in Section 7(d) below. If the monthly imbalance is due to a deficiency in actual receipts relative to scheduled quantities, then the monthly imbalance shall be considered a "negative" imbalance and Transporter shall sell to the Balancing Party/Shipper, and Balancing Party/Shipper shall buy from Transporter, in accordance with the formula listed in Section 7(d) below.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Fifth Revised Sheet No. 215** Fifth Revised Sheet No. 215 : Effective  
Superseding: Fourth Revised Sheet No. 215

Rate Schedule LMS - PA  
Load Management Service - Pooling Area (continued)

For receipt points and Supply Area Pooling Areas, the offshore/onshore Pooling Area Price ("PAP") shall be based upon the applicable weekly price(s) for each Receipt Region (Region Price). For these purposes, there shall be four Receipt Regions, which shall be Texas Offshore, Texas Onshore, Louisiana Offshore and Louisiana Onshore. The four Receipt Regions shall be those geographical regions as set forth in Natural Gas Week's "Gas Price Report." The Region Price applicable for the four Receipt Regions shall be the delivered to pipeline prices published in Natural Gas Week's "Gas Price Report" for each of the four Receipt Regions (i.e. Texas Offshore, Texas Onshore, Louisiana Offshore and Louisiana Onshore). The applicable general system deliverability will also be posted on PASSKEY.

If Natural Gas Week's "Gas Price Report" is no longer published, Transporter, and parties to the Receipt Point Balancing Agreements shall meet to undertake to agree upon alternative spot price indices.

The amounts due hereunder shall be paid in accordance with Articles V and VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

- (d) (i) The Balancing Party or Shipper (hereinafter referred to as the "Party") and Transporter shall "cash out" the actual monthly imbalance at the applicable price described below.
  - (a) For each month, the monthly offshore/onshore "Low Price" or "LP" for each Pooling Area shall be established by taking the lowest weekly offshore/onshore PAP established for the Pooling Area applicable to the month.
  - (b) For each month, the monthly offshore/onshore "High Price" or "HP" for each Pooling Area shall be established by taking the highest weekly offshore/onshore PAP established for the Pooling Area applicable to the month.
  - (c) For each month, the monthly offshore/onshore "Average Price" or "AP" for each Pooling Area shall be determined by taking the simple arithmetic average of the weekly offshore/onshore PAP figures established for the Pooling Area applicable to the month.

Rate Schedule LMS - PA  
Load Management Service - Pooling Area (continued)

(ii) For all Parties whose % monthly imbalance is less than or equal to 5% (as calculated according to Section 7(a) or (b) of this Rate Schedule) or whose monthly imbalance (either actual or operational) is less than or equal to 1,000 Dth, the following definitions shall apply to the formula under which the Parties' imbalance volumes are "cashed out":

- "Total Positive Imbalance" or "P" shall mean the absolute value ("abv") of the sum of all actual positive imbalances under Section 7(d)(ii) of this Rate Schedule LMS-PA.
- "Total Negative Imbalance" or "N" shall mean the abv of the sum of all actual negative imbalances under Section 7(d)(ii) of this Rate Schedule LMS-PA.
- "Net Pipeline Imbalance" or "I" shall mean the difference between the Total Positive Imbalances and the Total Negative Imbalances (I=P-N).
- Each of the imbalances (P, N, and I) shall be calculated once, no later than the first billing of cash outs after the close of the month.

The Parties' actual imbalance volumes shall be "cashed out" according to the following formula:

(a) If  $I \geq 0$  then:

- Price for negative imbalances and imbalances less than or equal to 1,000 Dth = AP
- Price for positive imbalances =  
$$\frac{(\text{abv}(I) \times LP)}{P} + \frac{(N \times AP)}{P}$$

(b) If  $I < 0$ , then:

- Price for negative imbalances =  
$$\frac{(\text{abv}(I) \times HP)}{N} + \frac{(P \times AP)}{N}$$
- Price for positive imbalances and imbalances less than or equal to 1,000 Dth = AP

Rate Schedule LMS - PA  
Load Management Service - Pooling Area (continued)

- (iii) For all Parties whose % monthly imbalance is greater than 5% (as calculated according to Section 7(a) or (b) of this Rate Schedule) and greater than 1,000 Dth, the actual negative imbalance volumes shall be "cashed out" according to the following formula:

| Imbalance Tier |     |   | Price |            |
|----------------|-----|---|-------|------------|
|                | 0   | - | 5%    | 100% of HP |
| >              | 5%  | - | 10%   | 115% of HP |
| >              | 10% | - | 15%   | 130% of HP |
| >              | 15% | - | 20%   | 140% of HP |
| >              | 20% |   |       | 150% of HP |

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the HP. Volumes making up the remaining 2% of the imbalance are priced at 115% of the HP.

- (iv) For all Parties whose % monthly imbalance is greater than 5% (as calculated according to Section 7(a) or (b) of this Rate Schedule) and greater than 1,000 Dth, the actual positive imbalance volumes shall be "cashed out" according to the following formula.

| Imbalance Tier |     |   | Price |            |
|----------------|-----|---|-------|------------|
|                | 0   | - | 5%    | 100% of LP |
| >              | 5%  | - | 10%   | 85% of LP  |
| >              | 10% | - | 15%   | 70% of LP  |
| >              | 15% | - | 20%   | 60% of LP  |
| >              | 20% |   |       | 50% of LP  |

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the LP. Volumes making up the remaining 2% of the imbalance are priced at 85% of the LP.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Fifth Revised Sheet No. 216** Fifth Revised Sheet No. 216 : Effective  
Superseding: Third Revised Sheet No. 216

Rate Schedule LMS - PA  
Load Management Service - Pooling Area (continued)

- (v) Imbalances will be "cashed out" using onshore or offshore prices, depending on the point at which the imbalance arises. For the purposes of determining whether the pricing methods of Section 7(d) (ii), (iii), (iv) or (v) of this Rate Schedule apply, the Balancing Party's monthly imbalance for the Agreement will be used.
  
- (e) Access to Information - Upon request, Transporter will make available within one business day the best information it has concerning the total physical deliveries at applicable receipt points. In addition, Transporter will make available by electronic means the best information it has concerning the scheduled and allocated deliveries at all of Operator's receipt points. No later than 11:00 a.m. Central Time on the first full business day following the production day, this information regarding the scheduled and allocated deliveries shall become "Operational Data" and Operators will be entitled to rely on the Operational Data for purposes of correcting imbalances during the month. Imbalances will be cashed out on the basis of actual deliveries and scheduled quantities; provided that the penalty level and pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Transporter based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Seventh Revised Sheet No. 217** Seventh Revised Sheet No. 217 : Effective  
Superseding: Fifth Revised Sheet No. 217

Rate Schedule LMS - PA  
Load Management Service - Pooling Area (continued)

- (f) Limitation on Penalties - Any imbalances caused by an event as set forth in Article X of the General Terms and Conditions or caused by Transporter's actions will not be included in the calculation of the % monthly imbalance for purposes of determining the appropriate cash out level. Transporter shall not assess any imbalance penalties against Shippers or Balancing Parties whose scheduled and flowing services are bumped as a result of intra-day nomination changes in accordance with Article III, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff. The waiver of imbalance penalties shall apply only for the day(s) on which services were bumped.
- (g) Mutual Assistance - In order to prevent or alleviate an operational constraint on its system, Transporter may request that a Balancing Party increase or decrease its flows at stated point(s) independent of the nominations at that point(s). In any month which a Balancing Party conforms with the request made by Transporter, then Transporter shall waive all Daily Variance charges accrued by that Balancing Party during those days in which mutual assistance was provided. The agreement to provide mutual assistance shall be at the discretion of the Balancing Party and Transporter.
- (h) Operational Integrity - Nothing in this Rate Schedule LMS-PA shall limit Transporter's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system or the ability of Transporter to transport quantities scheduled by any Shipper.
- (i) Disposition of Cash Out Revenues - All cash out costs and revenues incurred by Transporter in accordance with Section 7(d) will be reflected in accord with the procedures established in Section 7(g) of Rate Schedule LMS-MA.

8. General Terms and Conditions

All of the General Terms and Conditions of Transporter's FERC Gas Tariff are part of this Rate Schedule.

9. Third Party Imbalance Management Services

Nothing in this Tariff shall be construed as prohibiting a Balancing Party or Shipper from availing itself of the opportunity to obtain similar imbalance management services from third party providers. Transporter shall provide such Balancing Party or Shipper access to transportation and other pipeline services without undue discrimination or preference.

Effective Date: 05/01/2005 Status: Effective  
FERC Docket: RP05-249-000

**Third Revised Sheet No. 218** Third Revised Sheet No. 218 : Effective  
Superseding: Substitute Second Revised Sheet No. 218

NET 284 RATE SCHEDULE

1. AVAILABILITY

This Rate Schedule is available for the receipt from Tennessee Gas Pipeline Company (hereinafter called "Transporter") of natural gas transportation service by any local gas distribution company and interstate gas pipeline company

- (a) which was receiving service from Transporter under Rate Schedule NET or their predecessors; and
- (b) which has been receiving service under this Rate Schedule prior to October 15, 1999 or elects to take service under this rate schedule by giving notice to Transporter between October 15, 1999 and April 15, 2000, and has executed a firm gas transportation service agreement with Transporter in the form contained in this FERC Gas Tariff, providing for transportation service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported and made available by Transporter to Shipper under this Rate Schedule shall be firm and shall not be subject to curtailment or interruption by Transporter, except as provided in Sections 6.8 and 6.9 of this Rate Schedule.

3. RATE

The compensation to be paid by Shipper to Transporter each month under this Rate Schedule shall consist of the following charges:

3.1 Monthly Charge

The Monthly Demand Charge shall be equal to the product of (1) the sum of the Monthly Rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff applicable to the rate zone segments through which Shipper's gas is transported, multiplied by (2) Shipper's Transportation Quantity as set forth in Shipper's Service Agreement; provided that, upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rates applicable to any transportation service to any level not less than the minimum nor more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff. In the event Transporter and Shipper agree to establish a fixed rate or other mutually agreeable rate to be charged for the duration of the firm transportation service hereunder, said rate will be set forth in the applicable contract. Transporter shall file with the Commission the required reports of any adjustment below the maximum charge.

*Effective Date: 08/01/1995 Status: Effective*  
*FERC Docket: RP95-112-009*

**Sheet No. 218A** Sheet No. 218A : Effective

Sheet No. 218A is reserved for future use

NET-284 RATE SCHEDULE (continued)

3.2 Commodity Charge

For each month, the Commodity Charges shall be equal to the product of (1) the sum of the Commodity Rates shown in the Summary of Rates and Charges in Transporter's effective Tariff applicable to the rate zone segments through which Shipper's gas is transported, multiplied by (2) the quantity of gas delivered by Transporter to Shipper.

3.3 Surcharges

Surcharges shall be equal to the product of (1) all applicable surcharges shown in the Summary of Rates and Charges in Transporter's effective Tariff, multiplied by (2) the quantities actually delivered by Transporter to Shipper at the Point of Delivery.

3.4 Incidental Charges: In addition to the charges pursuant to Sections 3.1 -3.3 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any filing or similar fees which Transporter incurs in rendering service hereunder, which have not been previously paid by Shipper. Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Service Agreement.

3.5 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

**Seventh Revised Sheet No. 219A** Seventh Revised Sheet No. 219A  
Superseding: Sixth Revised Sheet No. 219A

NET-284 RATE SCHEDULE (continued)

- 3.6 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter through PASSKEY, should on any day take under this Rate Schedule a quantity of natural gas more than Shipper's maximum daily quantity under Shipper's Transportation Service Agreement, then such quantity shall constitute an Authorized Overrun. If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes.

NAESB Standard 1.3.19 (Version 1.8) states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through PASSKEY.

For all such Authorized Overruns, Shipper shall pay Transporter the rate set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff, unless the parties mutually agree otherwise.

4. RECEIPT AND DELIVERY POINTS

- 4.1 Primary Receipt Points: The points designated in Shipper's Service agreement shall be Shipper's Primary Receipt Point for gas transported under this Rate Schedule. Transporter shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas for transportation scheduled for receipt on any day is less than that required for accurate measurement of quantities to be received.
- 4.2 Secondary Receipt Points: All receipt points on Transporter's system within Shipper's Transportation Path shall be available as Secondary Receipt Points up to the maximum daily quantity that is applicable to the Primary Receipt Points in Shipper's Transportation Path.
- 4.3 Primary Delivery Points: The points designated in Shipper's service agreement shall be Shipper's Primary Delivery Points for gas transported by Transporter under this Rate Schedule.

NET-284 RATE SCHEDULE (continued)

- 4.4 Secondary Delivery Points: A Shipper under this rate schedule may use as a secondary delivery point any eligible delivery point on Transporter's system which is within the Transportation Path as defined in Section 6.1(h) of this Rate Schedule.
- 4.5 Contract Quantities at Delivery Points: The sum of the maximum daily delivery quantities applicable to all of Shipper's Primary Delivery Points may not exceed the maximum daily quantity under the Shipper's Service Agreement.
- 4.6 Change of Primary Points: Subject to agreement by Transporter and in accordance with Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff, a Shipper may elect to substitute new points for the Primary Delivery or Primary Receipt Points in its Transportation Service Agreement. Such changes may be affected by prior notice to Transporter of 30 days if in writing or 15 days if by PASSKEY. All such changes must be reflected in an amended Transportation Service Agreement and shall be effective at the commencement of the following month unless otherwise agreed by Transporter. Transporter shall not be required to accept an amendment if there is inadequate capacity available to render the new service or if the change would reduce the reservation charges applicable to the Transportation Service Agreement.
- 4.7 Extended Receipts: Shipper may use points not in its Transportation Path as defined in Section 6.1(h) of this Rate Schedule subject to the priority specified in Section 5(d) of Article III of the General Terms and Conditions. In order to use such points, Shipper must request Extended Receipt Service by nominating in PASSKEY the following information: (i) the point at which Shipper desires to receive gas, and (ii) the requested quantity to be received at the point. Termination of the underlying agreement shall terminate any Extended Receipt Service. This service will be subject to an additional usage charge as specified in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.
- 4.8 Extended Deliveries: Shipper may use points not in its Transportation Path as defined in Section 6.1(h) of this Rate Schedule subject to the priority specified in Section 5(d) of Article III of the General Terms and Conditions. In order to use such points, Shipper must request Extended Delivery Service by nominating in PASSKEY the following information: (i) the point at which Shipper desires to deliver gas, and (ii) the requested quantity to be delivered at the point. Termination of the underlying agreement shall terminate any Extended Delivery Service. This service shall be subject to an additional usage charge as specified in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.
5. FUEL AND USE
- 5.1 Shipper shall provide daily to Transporter, at no cost to Transporter, the quantity of gas required for Transporter's system fuel and uses and gas lost and unaccounted for ("Fuel and Use Quantity"), associated with rendering transportation service pursuant to this Rate Schedule. Shipper shall make available to Transporter from the Transportation Quantity the amount of gas equal to the Fuel and Use Quantity, which will be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable percentage shown for each Shipper's service as stated below:

Effective Date: 03/29/2010 Status: Effective  
 FERC Docket: RP10-415-000

**Sixth Revised Sheet No. 220A** Sixth Revised Sheet No. 220A  
 Superseding: Fifth Revised Sheet No. 220A

NET-284 RATE SCHEDULE (continued)

| Shipper  | Transportation<br>Quantity<br>(Dth) | Segments |   |   |   |   | Fuel and Use |
|--|-------------------------------------|----------|---|---|---|---|--------------|
|  |                                     | U        | 1 | 2 | 3 | 4 |              |
| Bay State (from Granite)<br>- Pleasant St.                     | 3,706                               |          |   |   | * | * | 1.26%        |
| Bay State (from Granite)<br>- Agawam                           | 6,068                               |          |   |   | * |   | 0.96%        |
| Boston Gas d/b/a National Grid                                 | 35,000                              |          |   |   | * | * | 1.31%        |
| Boston Gas d/b/a National Grid                                 | 8,600                               |          |   |   | * | * | 1.31%        |
| Barclays Bank PLC  | 14,010                              |          |   |   | * | * | 1.23%        |
| EnergyNorth Natural Gas, Inc.<br>d/b/a National Grid           | 4,000                               |          |   |   | * | * | 1.54%        |
| Essex Gas Company<br>d/b/a National Grid                       | 2,000                               |          |   |   | * | * | 1.44%        |
| Iroquois Gas Transmission<br>(Connecticut Natural, Yankee Gas) | 37,000                              |          |   |   | * |   | 0.68%        |
| Lockport Energy Associates                                     | 13,184                              | *        | * |   |   |   | 6.21%        |
| New York State Electric & Gas Corp                             | 14,816                              | *        | * |   |   |   | 6.21%        |
| Northern Utilities<br>(from Granite) Pleasant St.              | 844                                 |          |   |   | * | * | 1.26%        |
| Northern Utilities<br>(from Granite) Agawam                    | 1,382                               |          |   |   | * |   | 0.96%        |
| The Narragansett Electric Company<br>d/b/a National Grid       | 1,000                               |          |   |   | * | * | 1.25%        |
| Yankee Gas Services Company (Wright)                           | 9,000                               |          |   |   | * |   | 1.07%        |
| Total  | 150,610                             |          |   |   |   |   |              |

NET-284 RATE SCHEDULE (continued)

6. GENERAL TERMS AND CONDITIONS

6.1 Definitions

- (a) The definitions applicable to this NET-284 Rate Schedule shall be the same as those set forth in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1 except as set forth below.
- (b) The term "rate zone segment" shall mean the segments of the pipeline for which Shipper pays a separate charge for use of the facilities in that segment. Those segments are defined herein as Segments U, 1, 2, 3, and 4.
- (c) Segment U: Mainline facilities upstream of the Niagara Spur interconnect and station 313 but not including any Zone 3 facilities.
- (d) Segment 1: Niagara Spur
- (e) Segment 2: (i) The 300 Line from Station 313 to its crossing of the New Jersey/New York state line, and (ii) The 400 Line from Station 313 to Station 237, and (iii) The 200 Line from the Niagara Spur interconnect to the interconnection with Iroquois Gas Transmission System at Wright, New York.
- (f) Segment 3: (i) The 300 Line from its crossing of the New Jersey/New York state line to Station 261, and (ii) The 200 Line from the interconnection with Iroquois Gas Transmission System at Wright, New York to Station 261.
- (g) Segment 4: Facilities Downstream of Station 261.
- (h) The term "transportation path" for a firm transportation agreement under this rate schedule shall mean the rate zone segment of the primary receipt point, the rate zone segment of the primary delivery point and all intermediate rate zone segments.

6.2 Quality

The natural gas to be delivered by Transporter hereunder shall have the same quality standards as set forth in the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1.

6.3 Measurement and Measuring Equipment

The provisions regarding Measurement and Measuring Equipment shall be the same as set forth in Articles III and IV of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1.

NET-284 RATE SCHEDULE (continued)

6.4 Uniform Quantities

Shipper shall deliver and receive gas in uniform daily quantities during any month and in uniform hourly quantities during any day with no significant fluctuations, except upon the mutual agreement of the gas dispatchers of Transporter and Iroquois Gas Transmission System, L.P. (Iroquois) if Shipper has contractual rights to variable rate of flow for deliveries by Iroquois.

6.5 Billing and Payment

The provisions regarding Billing and Payment shall be the same as set forth in Articles V and VI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1.

6.6 Possession of Gas and Responsibility

As between the parties to the Service Agreement, from the time gas is delivered by Shipper to Transporter at the Point(s) of Receipt and prior to delivery of such gas to or for the account of Shipper at the Point(s) of Delivery, Transporter shall have the unqualified right to commingle such gas with other gas in its pipeline system and shall have the unqualified right to handle and treat such gas as its own.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 222** Second Revised Sheet No. 222 : Effective  
Superseding: First Revised Sheet No. 222

NET-284 RATE SCHEDULE (continued)

6.7 Warranty of Title

Shipper warrants that it will at the time it makes gas available for transportation under the Service Agreement have good title to and the good right to deliver all gas so delivered to Transporter. Title to the gas received, transported, and delivered under the Service Agreement shall at all times remain with Shipper and shall not pass to Transporter, provided that title to the gas delivered by Shipper hereunder for fuel and use requirements of Transporter, shall pass to Transporter upon delivery of said gas to Transporter at the Point(s) of Receipt.

6.8 Excuse of Performance

The provisions regarding Excuse of Performance shall be the same as set forth in Article X of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1.

6.9 Curtailment of Deliveries

If the capacity of any portion of the facilities of Transporter is reduced for any reason and Transporter determines that some curtailment of the quantity of gas being transported hereunder is required, Shipper's transportation entitlements under the Contract will be curtailed in accordance with the provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1, and proportionately to the Transportation Quantities of the other Shippers under this Rate Schedule, provided, however, that curtailment shall be limited to that portion of the facilities of Transporter on which the capacity is reduced.

6.10 Notices

Except when the General Terms and Conditions of Transporter's Tariff require or allow for communication via PASSKEY, any communication, notice, request, demand, statement, or bill provided for in this Rate Schedule or in the Contract between Transporter and Shipper, or any notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered, or delivered when mailed by either post-paid registered or ordinary mail or when sent by telegram, cable, telecopy, telex, express mail service, or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known post office address, or at such other address as either party may designate.

Effective Date: 10/15/1999 Status: Effective

FERC Docket: RP99-328-000

**First Revised Sheet No. 223** First Revised Sheet No. 223 : Effective

Superseding: Original Sheet No. 223

NET-284 RATE SCHEDULE (continued)

- 6.11 Incorporation of General Terms and Conditions of Transporter's FERC Gas Tariff.

All other provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1, are hereby incorporated by reference. All provisions of the General Terms and Conditions applicable to Rate Schedule FT-A shall apply to service, Shippers, and service agreement under this Rate Schedule except as modified herein.

- 6.12 Schedules and Contract Subject to Regulation

This Rate Schedule and the respective obligations of the parties under the Contract are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are subject to change from time to time by addition, amendment or substitutions as provided by law.

Effective Date: 08/01/1998 Status: Effective  
FERC Docket: RP98- 99-000

**Second Revised Sheet No. 224** Second Revised Sheet No. 224 : Effective  
Superseding: Second Sub First Revised Sheet No. 224

RATE SCHEDULE PTR  
PTR TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule governs the transportation by Tennessee Gas Pipeline Company (Transporter) of separately nominated liquefiable hydrocarbons (PTR). The Rate Schedule is available to any Shipper which has retained the processing rights to the gas delivered to Shipper and which executed a PTR Transportation Agreement wherein Transporter agrees to transport PTR on a basis commensurate with the transportation of the gas with which the PTR is commingled (the "related gas stream") up to a specific maximum daily PTR Transportation Quantity. The transportation rates for this Rate Schedule shall also apply to gas transported to plants under Rate Schedule IT to make up the differential in dekatherms due to the extraction of PTR at the processing plant (PTR make-up).

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 PTR transportation service under this Rate Schedule shall be provided when and to the extent that Transporter determines that capacity is available in its existing facilities. The determination of whether, and to what extent, service will be provided under this Rate Schedule will be tied to the availability of capacity for transportation of the related gas stream pursuant to Section 2.1 of Rate Schedule FT-A, Section 2.1 of Rate Schedule FT-BH, Section 2.1 of Rate Schedule IT or Section 2.1 of Rate Schedule IT-X as applicable. Capacity available for PTR Transportation shall be allocated among PTR transportation Shippers in accord with Article III of the General Terms and Conditions; provided, however, Transporter shall not commence service until Transporter and Shipper have executed a PTR Transportation Agreement.
- 2.2 Service under this Rate Schedule shall be nominated on a monthly basis in accord with the procedures set forth in Article III, Section 4 of Transporter's General Terms and Conditions. PTR quantities will be accorded the same scheduling priority as the Transportation Service Agreement which provides for the transportation of the related gas stream.
- 2.3 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.
- 2.4 Transporter shall not be required to transport PTR where the total quantity of PTR scheduled for transportation (in conjunction with the related gas stream) is less than that required to operate existing compression facilities necessary to provide the transportation service.

Effective Date: 11/13/1995 Status: Effective  
FERC Docket: RP95-206-002

**First Revised Sheet No. 225** First Revised Sheet No. 225 : Effective  
Superseding: Original Sheet No. 225

RATE SCHEDULE PTR  
PTR TRANSPORTATION SERVICE

- 2.5 Any Shipper receiving PTR transportation service pursuant to this Rate Schedule may elect to transport PTR under Rate Schedule IT upon 30 days prior written notice to Transporter that it desires to terminate its PTR Service Agreement.
3. QUALIFICATION FOR SERVICE
- 3.1 All Shippers requesting PTR transportation service must qualify for service pursuant to Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.2 A PTR Transportation Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for service. In the event the Transportation Agreement is not executed and returned by Shipper within thirty days after Transporter tendered the agreement, Transporter shall consider the request for service invalid.
4. DELIVERY AND RECEIPT POINTS; PRESSURES; UNIFORM QUANTITIES
- 4.1 Receipt Points: All receipt points on Transporter's system which are upstream of the Point(s) of Delivery and which are covered by a Balancing Agreement shall be available as Receipt Points for PTR transported under this Rate Schedule. A Supply Aggregation Service Agreement under Rate Schedule SA shall be available as a source of supply for PTR transported under this Rate Schedule. Transporter shall not be required under any circumstances to receive PTR at any Receipt Point where the total quantity of PTR for transportation scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.
- 4.2 Delivery Points: The Delivery Point(s) for service under this Rate Schedule shall be the Plant Point(s) of Delivery specified in Shipper's PTR Transportation Agreement.
- 4.3 Pressures: Shipper shall deliver PTR to Transporter at the pressure required from time to time to enable the PTR to enter Transporter's facilities at the Receipt Point which shall not be in excess of the pressures necessary to delivery the related gas stream. Transporter shall deliver the PTR to or for the account of Shipper at Transporter's line pressure existing at the Delivery Point(s).

RATE SCHEDULE PTR  
PTR TRANSPORTATION SERVICE

5. RATES AND CHARGES

- 5.1 Applicable Rates: The rates for service under this Rate Schedule are the applicable maximum rates applicable to service under Transporter's PTR Rate Schedule shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, Transporter, upon notice to Shipper, has the right at any time and from time to time to adjust the rate applicable to any transportation service to any level not less than the minimum or more than the maximum rates established for this Rate Schedule as set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rate (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Shipper and Transporter and (b) shall be applicable solely for the period agreed upon by Shipper and Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 7.1 of the pro forma service agreement applicable to this Rate Schedule PTR. In the event Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the transportation service, said rate will be set forth in the applicable PTR Transportation Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule.
- 5.2 New Facilities Charge: In addition to the charges pursuant to Section 5.1 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup the cost of facilities constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Transporter shall not use the amounts so collected as either revenues or costs in establishing its general system rates. The applicable New Facilities Charge shall be stated in the PTR Transportation Agreement.
- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder. Transporter shall not use the amounts so collected as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the PTR Transportation Agreement.
- 5.4 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component,

Effective Date: 09/01/1996 Status: Effective  
FERC Docket: RP96-312-002

**Substitute Original Sheet No. 226A** Substitute Original Sheet No. 226A : Effective  
Superseding: Original Sheet No. 226A

RATE SCHEDULE PTR  
PTR TRANSPORTATION SERVICE

charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97- 60-002

**Third Revised Sheet No. 227** Third Revised Sheet No. 227 : Effective  
Superseding: Second Revised Sheet No. 227

RATE SCHEDULE PTR  
PTR TRANSPORTATION SERVICE

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of PTR retained by Transporter for fuel and losses shall be equal to the quantity of PTR scheduled for delivery to Transporter, multiplied by the applicable percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the receipt and delivery zones applicable to the transportation service.

7. CASH OUT OF IMBALANCES

All PTR imbalances incurred after July 2, 1992 shall be cashed out in the following manner:

- 7.1 If the imbalance is the result of a differential between the amount of PTR which Shipper schedules for receipt at the Receipt Points and the actual amount of PTR received, then the imbalances will be cashed out at the Average Price contained in the cash out in mechanism Rate Schedule LMS-PA of Transporter's FERC Gas Tariff. In addition to the cash out of the monthly imbalance (a) the Shipper shall pay to Transporter the "Transportation Component" if deliveries are greater than confirmed nominations, or (b) Transporter shall pay to the Shipper the "Transportation Component" if deliveries are less than confirmed nominations. The "Transportation Component" shall be equal to the commodity rate (including fuel) under this Rate Schedule PTR (or the Shipper's applicable transportation agreement) for transportation from Zone 1 to the applicable zone multiplied by the monthly imbalance.
- 7.2 If the imbalance results from Shipper having PTR extracted for its account without nominating PTR transportation, then all PTR quantities not nominated shall be cashed out at the 10-15% tolerance level under the cash out mechanism in Transporter's FERC Gas Tariff.

8. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to the applicable PTR rate multiplied by the quantity of PTR scheduled by Transporter from each point of receipt to the corresponding point of delivery, as determined by the quantity and routing nominations scheduled by Shipper, and if applicable, the monthly bill for service shall include any New Facilities Charge; any Incidental Charges; any Fuel and Losses Charge; any cash out of imbalance payment; and any applicable surcharges as shown in the Summary of Rates and Charges of Transporter's FERC Gas Tariff.

Effective Date: 01/01/1996 Status: Effective

FERC Docket: RP95-396-003

**Original Sheet No. 227A** Original Sheet No. 227A : Effective

RATE SCHEDULE PTR  
PTR TRANSPORTATION SERVICE

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and Conditions specified in Volume Number 1 of Transporter's FERC Tariff are incorporated as part of this Rate Schedule.

Rate Schedule SA  
Supply Aggregation Service

1. AVAILABILITY

This Rate Schedule is available for any Party (Aggregator) which has (i) requested supply aggregation service by Tennessee Gas Pipeline Company (Transporter); (ii) has met the conditions for qualification for receipt of service under Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff; (iii) and after review and acceptance of such request by Transporter, has executed a supply aggregation service agreement with Transporter for service under Rate Schedule SA.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule permits Aggregator to aggregate supply pursuant to this Rate Schedule SA from any and all receipt points within Pooling Area(s) as defined in Sections 23 and 33, Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff. Aggregator will assume the responsibility of balancing by Pooling Area the scheduled receipts of gas into the applicable supply aggregation service agreement with scheduled quantities delivered out of the supply aggregation service agreement.

2.2 Receipts into a supply aggregation service agreement can be from a physical receipt point(s) or from transportation or other supply aggregation services at a Pooling Area Point for the designated Pooling Area. Deliveries from a supply aggregation service agreement can be to transportation or other supply aggregation services at a Pooling Area Point for the designated Pooling Area.

3. NOMINATIONS

3.1 Aggregator shall nominate quantities into and out of the relevant supply aggregation service agreement(s).

3.2 In addition to daily nomination rights and obligations as set forth in Section 4(a), (b) and (c), Article III of the General Terms and Conditions, Aggregator shall have the right to make intra-day and hourly nomination changes as provided in and subject to the conditions set forth in Section 4, Article III of the General Terms and Conditions.

3.3 Within each Pooling Area, nominations for quantities received into a supply aggregation service agreement shall balance with deliveries nominated out of the supply aggregation service agreement. Aggregator shall maintain a balance between actual receipts and actual deliveries by Pooling Area, provided that where differences occur between daily scheduled receipts and scheduled deliveries, Transporter shall allow quantities to be scheduled out of balance up to pipeline operating conditions and limitations. At Aggregator's option, Transporter may allocate this scheduled imbalance to a pre-arranged agreement under Rate Schedule PAL. In the event of an operational constraint on its system, Transporter may adjust by Pooling Area(s) scheduled receipts into, or deliveries out of, Aggregator's supply aggregation service agreement. Aggregator will assume the responsibility for any scheduled imbalances or for any imbalances resulting from allocation(s) at receipt meter(s) where no balancing agreement is in effect.

Rate Schedule SA (continued)  
Supply Aggregation Service

- 3.4 At the time of nomination, Aggregator may provide to Transporter a predetermined ranking of both receipts and deliveries. In the event of an interruption or reduction in the supplies or markets, or in the event that pipeline operating conditions require Transporter to adjust scheduled receipts or deliveries as described in Section 3.3 above, Transporter may restrict scheduled quantities based on the Aggregator's pre-determined ranking provided pursuant to this Section 3.4.
- 3.5 Quantities nominated from receipt points to supply aggregation service agreements shall have the same scheduling priority as firm transportation services utilizing Secondary Receipt Points as set forth in Article III, Section 5 of the General Terms and Conditions.
4. IMBALANCE RESOLUTION
- 4.1 Transporter will provide notice to Aggregator of any imbalance situation needing resolution and will specify the necessary corrective action. Aggregator shall take corrective action as specified by Transporter, or provide Transporter an alternate schedule for correcting imbalance. In the event that Transporter determines, in its sole discretion, that the Aggregator has not made a good faith effort to correct the imbalance, Transporter has the right, with twenty-four hours prior notice to Aggregator, to reduce receipts into, or deliveries out of, Aggregator's supply aggregation service agreement, based on the pre-determined rankings provided pursuant to Section 3.4 of this Rate Schedule.
- 4.2 Any imbalances between allocated receipts and allocated deliveries ("allocated imbalance") or any scheduled imbalances not allocated to an agreement under Rate Schedule PAL pursuant to Section 3 of this Rate Schedule which are not made up before the end of the month shall be the responsibility of Aggregator and shall be resolved pursuant to the provisions of Rate Schedule LMS-PA. Imbalances under this Rate Schedule SA shall be computed and cashed out separately for each Pooling Area.

Effective Date: 11/13/1995 Status: Effective

FERC Docket: RP95-206-002

**Original Sheet No. 230** Original Sheet No. 230 : Effective

Rate Schedule SA (continued)  
Supply Aggregation Service

5. GENERAL TERMS AND CONDITIONS

Service under this Rate Schedule is subject to the General Terms and Conditions contained in Volume 1 of Transporter's FERC Gas Tariff as may be amended from time to time.

6. OPERATIONAL INTEGRITY

Nothing in this Rate Schedule shall limit Transporter's right to take action as may be required to adjust receipts and deliveries of scheduled quantities of gas in order to alleviate conditions which threaten the integrity of its system, or the ability of Transporter to transport quantities scheduled by any Shipper.

Effective Date: 11/01/2009 Status: Effective  
FERC Docket: RP09-194-000

**Second Revised Sheet No. 231** Second Revised Sheet No. 231  
Superseding: First Revised Sheet No. 231

RATE SCHEDULE FT-BH  
FIRM TRANSPORTATION BACKHAUL SERVICE

1. AVAILABILITY

Service under this Rate Schedule shall be available until July 31, 1999 or such later date approved by the Commission. This Rate Schedule is available for the transportation of natural gas on a firm backhaul basis by Tennessee Gas Pipeline Company (Transporter) for any Shipper:

- (a) which has executed a Transportation Service Agreement wherein Transporter agrees to transport natural gas for Shipper's account up to a specific maximum daily Transportation Quantity; and
- (b) which has caused its supplier of gas, if such supplier has retained processing rights to the gas delivered to Shipper, to enter into a Transportation Service Agreement for the transportation of any liquids and any PTR quantities associated with the processing of gas received at the Receipt Point(s) under Shipper's Transportation Service Agreement after August 1, 1992.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Firm transportation service under this Rate Schedule shall be provided (i) to the extent Transporter determines sufficient firm capacity is available, (ii) to the extent Transporter determines sufficient forward haul volumes are available, and (iii) if Shipper has satisfied the requirements of Articles III and XXVIII of the General Terms and Conditions; provided, however, Transporter shall not initiate service under this Rate Schedule when Transporter's historical experience indicates that sufficient forward haul service may not be available; provided further, Transporter shall not commence service until Transporter and Shipper have executed a Transportation Service Agreement. Shipper shall have the right to enter into one or more Transportation Service Agreements for the service provided under this Rate Schedule.
- 2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.
- 2.3 Transporter shall not be required to transport gas where the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide the transportation service.

3. QUALIFICATION FOR SERVICE

- 3.1 All Shippers requesting firm transportation service must qualify pursuant to Article XXVIII of the General Terms and Conditions of Transporter's effective FERC Gas Tariff.
- 3.2 All Shippers requesting firm transportation service must execute a Transportation Service Agreement in accord with the provisions of Article XXVIII of the General Terms and Conditions of Transporter's effective FERC Gas Tariff.

4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES

- 4.1 Primary Receipt Points: Subject to the availability of capacity, any Eligible Receipt Point on Transporter's system, including storage service points and Pooling Area Points, shall be eligible for designation as a Primary Receipt Point for gas transported under this Rate Schedule. For the purposes of this Rate

RATE SCHEDULE FT-BH  
FIRM TRANSPORTATION BACKHAUL SERVICE (continued)

Schedule, the term "Eligible Receipt Point" shall mean a point that, as determined by Transporter, is both downstream of all Eligible Delivery Points designated in Shipper's Transportation Service Agreement, and (i) at which Transporter physically can receive gas into its system from other pipelines or production meters, at which there is electronic metering, and at which the operator of the receipt point has a Balancing Agreement with Transporter, or (ii) at any interconnection with a joint venture project, or (iii) at a storage service meter. Transporter shall not be required under any circumstances to receive gas at any Primary Receipt Point where the total quantity of gas for transportation scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received. Shipper shall be required to notify Transporter if both (i) Shipper does not deliver gas at a Primary Receipt Point that is capacity constrained at an average daily quantity greater than 30% of Shipper's maximum daily quantity at that receipt point under Shipper's Transportation Service Agreement under this Rate Schedule over any twelve calendar month period and (ii) Shipper does not have a gas supply contract at that point which has demand, take-or-pay, deficiency or other fixed charge obligations.

Upon receipt of such notice, (i) Shipper's Transportation Service Agreement will then be amended to reduce the maximum daily delivery quantity at that Primary Receipt Point to an amount equal to 10/3 of the average daily deliveries at such point for such twelve calendar month period and (ii) Transporter shall post on PASSKEY the availability of that point for Primary Receipt Point designations. Shipper will be able to designate a replacement Primary Receipt Point on the same Supply Leg.

- 4.2 Secondary Receipt Points: All Eligible Receipt Points on Transporter's system between the furthest downstream Primary Delivery Point and the furthest downstream Primary Receipt Point shall be available as Secondary Receipt Points up to the maximum daily quantity that is applicable to the Primary Receipt Points in Shipper's Transportation Service Agreement.
- 4.3 Primary Delivery Points: Subject to the availability of capacity, any Eligible Delivery Point on Transporter's system, including Pooling Area Points, shall be eligible for designation as a Primary Delivery Point for gas transported under this Rate Schedule. For the purposes of this Rate Schedule, the term "Eligible Delivery Point" shall mean a point (i) that is upstream of all Eligible Receipt Point(s) designated in Shipper's Transportation Service Agreement, and (ii) that has electronic metering, and (iii) which is covered by a Balancing Agreement with Transporter.
- 4.4 Secondary Delivery Points: All Eligible Delivery Points on Transporter's system between the furthest upstream Primary Delivery Point and the furthest upstream Primary Receipt Point shall be available as Secondary Delivery Points up to the maximum daily quantity that is applicable to the Primary Delivery Points in Shipper's Transportation Service Agreement.
- 4.5 Contract Quantities at Primary Delivery Points: The sum of the maximum daily delivery quantities applicable to all of a Shipper's Primary Delivery Points shall be equal to the maximum daily quantity under the Shipper's Transportation Service Agreement.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**First Revised Sheet No. 232A** First Revised Sheet No. 232A : Effective  
Superseding: Substitute Original Sheet No. 232A

RATE SCHEDULE FT-BH  
FIRM TRANSPORTATION BACKHAUL SERVICE (continued)

- 4.6 Change of Primary Points: Subject to agreement by Transporter and in accordance with Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff, a Shipper may elect to substitute new points for the Primary Delivery or Primary Receipt Points in its Transportation Service Agreement. Such changes may be affected by prior notice to Transporter of 30 days if in writing or 15 days if by PASSKEY. All such changes must be reflected in an amended Transportation Service Agreement and shall be effective at the commencement of the following month unless otherwise agreed by Transporter. Transporter shall not be required to accept an amendment if there is inadequate capacity available to render the new service or if the change would reduce the reservation charges applicable to the Transportation Service Agreement.
- 4.7 Segmenting Capacity: Shipper may not segment its capacity under this Rate Schedule.

RATE SCHEDULE FT-BH  
FIRM TRANSPORTATION BACKHAUL SERVICE (continued)

- 4.7 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s).
- 4.8 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day.
5. RATES AND CHARGES

- 5.1 Applicable Rates: The applicable rates for service under the FT-BH Rate Schedule are the applicable maximum FT-BH rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rates applicable to any Transportation Service Agreement to any level not less than the minimum or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges of Transporter's effective FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rates (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Transporter, and (b) shall be applicable for the period agreed upon by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma service agreement applicable to this Rate Schedule FT-BH.

In the event the Shipper has designated multiple Primary Receipt and/or Primary Delivery points, a Weighted Average Reservation Rate shall be applied to the total maximum daily transportation quantity specified in the Transportation Service Agreement; provided, however, that the addition of points to a Transportation Service Agreement shall not reduce the reservation charge otherwise applicable to the Transportation Service Agreement. The Weighted Average Reservation Rate shall be determined as follows: (1) for each Primary Receipt and Primary Delivery point combination available under the Transportation Service Agreement the applicable Reservation Rate shall be multiplied by the maximum daily transportation quantity applicable to that receipt and delivery point combination; (2) the sum of the amounts derived for each receipt and delivery point combination shall be divided by the total maximum daily transportation quantity specified in the Transportation Service Agreement. The sum of the maximum daily transportation quantities applicable to each receipt and delivery point combination shall be equal to the total maximum daily transportation quantity under the Transportation Service Agreement. In the event Transporter and Shipper agree to establish a fixed rate to be charged for the duration of the firm Transportation Service Agreement, said rate will be set forth in the Transportation Service Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum Commodity and/or Reservation Rates for service under this Rate Schedule.

- 5.2 Facilities Charge: In addition to the charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XVII of the General Terms and Conditions of Transporter's FERC Gas Tariff. Any applicable Facilities Charge may be stated in the Transportation Service Agreement.
- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any filing or similar fees which Transporter incurs in rendering service hereunder, which have not been previously paid by Shipper. Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Transportation Service Agreement.

RATE SCHEDULE FT-BH  
FIRM TRANSPORTATION BACKHAUL SERVICE (continued)

- 5.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter through PASSKEY, should on any day take under this Rate Schedule a quantity of natural gas more than Shipper's maximum daily quantity under Shipper's Transportation Service Agreement, then such quantity shall constitute an Authorized Overrun. If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes.

NAESB Standard 1.3.19 (Version 1.8) states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through PASSKEY.

For all such Authorized Overruns, Shipper shall pay Transporter the rate set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff, unless the parties mutually agree otherwise.

- 5.5 Losses. Shipper shall furnish the quantity of gas required for losses associated with rendering transportation service pursuant to this Rate Schedule as shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.
- 5.6 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's effective FERC Gas Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

RATE SCHEDULE FT-BH  
FIRM TRANSPORTATION BACKHAUL SERVICE (continued)

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Reservation Charge: A reservation charge equal to the product of the applicable Reservation Rate (or Weighted Reservation Rate) shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the Transportation Quantity specified in the Transportation Service Agreement; and
- (b) Commodity Charge: The applicable Commodity Rate set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the quantity of gas scheduled in the month; and
- (c) Other Charges: If applicable, any Facilities Charge, any Incidental Charges, any Authorized Overrun Charges, any Losses Charge, and any applicable surcharges as shown in the Summary of Rates and Charges and any cash out charges resulting from imbalances incurred.

7. FAILURE OF TRANSPORTER

If Transporter fails to tender for delivery during any one or more days the quantity of natural gas which Shipper has scheduled for delivery, taking into consideration an allowable variation of 2%, up to the maximum quantity which Transporter is obligated by the Transportation Service Agreement to deliver to Shipper, then the demand charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Demand Rate per dth times the difference between the quantity of natural gas tendered for delivery during said day or days and the quantity of natural gas scheduled by Shipper for delivery at Primary Delivery Points during said day or days; provided that if Transporter's failure to perform is due to a force majeure event described in Article X of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Transporter shall not be obligated to reduce Shipper's demand charges, in the manner described above, for failure to tender delivery at Shipper's primary delivery point(s).

8. EXTENSION OF TRANSPORTATION SERVICE AGREEMENT

Subject to the availability of this Rate Schedule, Transporter shall provide notice to Shipper under a long term firm service agreement thirteen (13) months prior to the expiration of the Transportation Service Agreement's primary term. Subject to the availability of capacity and at Shipper's election, the Transporter shall require Shipper to exercise its right-of-first refusal by making the capacity under such agreement available in accord with the procedures outlined in Article III, Section 10.4 of the General Terms and Conditions of Transporter's effective FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and Conditions specified in Volume 1 of Transporter's effective FERC Gas Tariff are incorporated as part of this Rate Schedule.

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**Third Revised Sheet No. 236** Third Revised Sheet No. 236  
Superseding: Second Revised Sheet No. 236

RATE SCHEDULE PAL  
PARK AND LOAN SERVICES

1. AVAILABILITY

This Rate Schedule is available for the parking and loaning of natural gas on an interruptible, non-discriminatory basis by Tennessee Gas Pipeline Company (Transporter) for any Shipper which has executed a PAL Form of Service Agreement ("PAL Agreement") for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all PAL services rendered by Transporter for Shipper. PAL services under this Rate Schedule shall be provided for a minimum of one (1) day and a maximum term mutually agreed upon by both Transporter and Shipper. The term and quantity(ies) of each PAL Agreement shall be set forth in the executed PAL Agreement. PAL transactions will occur at a Point of Transaction ("PT") mutually agreed upon by Transporter and Shipper.

2.1 Service under this rate schedule will be provided as follows:

(I) Park Service: Park Service is an interruptible service which provides for:

- (a) Transporter's receipt of gas quantities that have been delivered by Shipper to a PT on Transporter's system;
- (b) Transporter holding the parked quantities on Transporter's system; and
- (c) Transporter's return of parked quantities of gas to Shipper at the PT where Shipper delivered the gas.

Transporter shall hold the quantity of gas parked under the PAL Agreement for Shipper up to the term as specified in the executed PAL Agreement. Transporter shall then return such parked gas to Shipper at the PT where Shipper tendered gas to Transporter, subject to Section 4 of this Rate Schedule.

(II) Loan Service: Loan Service is an interruptible service which provides for:

- (a) Shipper's receipt of gas quantities from Transporter at a PT on Transporter's system; and
- (b) Shipper's return of the loaned gas quantities to Transporter at the PT where Shipper received the gas.

Transporter shall make the quantity of gas loaned under the PAL Agreement available at the PT for a time period up to the maximum term as specified in the executed PAL Agreement. Loaned quantities shall be returned to Transporter at the PT where Shipper received gas, subject to Section 4 of this Rate Schedule.

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**First Revised Sheet No. 237** First Revised Sheet No. 237  
Superseding: Original Sheet No. 237

RATE SCHEDULE PAL  
PARK AND LOAN SERVICES (continued)

- 2.2 Interruptible parking and loaning of natural gas under this Rate Schedule shall be provided when and to the extent that Transporter determines, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide the service without detriment or disadvantage to Transporter's firm obligations or interruptible services.
  - 2.3 Service under this Rate Schedule will be made available on a first come, first served basis, to any Shipper willing and able to pay maximum rates or such other rate mutually agreed upon by Transporter and Shipper, subject to all applicable provisions of the General Terms and Conditions of the tariff.
  - 2.4 Transporter shall not be required to provide service under this Rate Schedule that would require Transporter to install, operate or maintain any additional facilities.
  - 2.5 PAL services under this Rate Schedule shall be provided by Transporter in one of two ways: Daily Rate services or Term Rate services. Shipper shall elect either the Daily Rate or Term Rate service option when it requests service from Transporter.
3. QUALIFICATIONS FOR SERVICE
- 3.1 All Shippers requesting new PAL service must qualify for service pursuant to Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.
  - 3.2 In accord with Article XXVIII of the General Terms and Conditions, a PAL Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service. In the event the PAL Agreement is not executed by Shipper within 10 days after Transporter tendered the applicable PAL Agreement, Transporter, at its sole discretion, may consider the request for service invalid.
4. NOMINATIONS AND SCHEDULING
- 4.1 Shipper shall nominate PAL services under this Rate Schedule in accordance with the nomination deadlines set forth in Article III of the General Terms and Conditions of this tariff. Shipper shall nominate the agreed upon park or loan quantities at the PT. Such nominated quantities shall be subject to confirmation by Transporter. The confirmed quantity shall be deemed the scheduled quantity.

RATE SCHEDULE PAL  
PARK AND LOAN SERVICES (continued)

- 4.2 Applicable to Daily Rate PAL services:
- (I) The park or loan quantity of gas nominated on a daily basis shall equal the agreed upon daily quantity of gas stated in the PAL Agreement unless otherwise mutually agreed upon by both Transporter and Shipper. The total park or loan quantity of gas shall equal the total park or loan quantity agreed upon in the PAL Agreement unless Transporter and Shipper mutually agree to a different total quantity. Transporter may terminate the PAL Agreement if Shipper nominates quantities other than either the daily or total quantity in the PAL Agreement or the mutually agreed upon quantity.
  - (II) If, on any day, Shipper nominates quantities of gas to be withdrawn from or deposited into its PAL account, but Transporter is unable to schedule any of the quantities nominated, Transporter shall suspend the Park and/or Loan Service rate charges for that quantity not scheduled until Transporter is able to schedule the quantity nominated. Additionally, Transporter and Shipper may mutually agree to extend the agreed upon term for the amount of time that Transporter was unable to schedule the Park and/or Loan Service.
- 4.3 Applicable to Term Rate PAL services:
- (I) Transporter and Shipper may mutually agree to Park and/or Loan Services for specified maximum quantities for a mutually agreed upon term. The park and/or loan quantity of gas nominated shall not exceed the agreed upon daily quantity of gas stated in the PAL Agreement unless otherwise mutually agreed upon by both Transporter and Shipper.
  - (II) If, on any day, Shipper nominates quantities of gas to be withdrawn from and/or deposited into its PAL account, but Transporter is unable to schedule any of the quantities nominated, Transporter shall credit to Shipper an amount equal to the applicable daily reservation charge as specified in the PAL Agreement multiplied by the quantity of gas which was nominated but not scheduled. Additionally, Transporter and Shipper may mutually agree to extend the agreed upon term for the amount of time that Transporter was unable to schedule the Park and/or Loan Service.
- 4.4 PAL services will be provided on an interruptible basis. Interruption of PAL services may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of gas if Transporter in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to maintain system integrity or when a higher priority service so requires.

RATE SCHEDULE PAL  
PARK AND LOAN SERVICES (continued)

5. NOTIFICATIONS, ALLOCATIONS AND CURTAILMENT

- 5.1 Transporter shall allocate capacity for PAL services in accordance with the Scheduling Priorities and Allocation of Limited Capacity set forth in Article III of the General Terms and Conditions of Transporter's Tariff.
- 5.2 Shipper may be required, upon notification from Transporter, to suspend or reduce deliveries for the agreed upon Park Service, or receipts for the agreed upon Loan Service. Further, Shipper may be required, upon notification from Transporter, to remove quantities of gas previously provided to Transporter under the Park Service, or return quantities of gas previously loaned to Shipper under the Loan Service. Such notification shall be by telephone and then by facsimile, e-mail or posting on Transporter's interactive Internet website.
- 5.3 Should Transporter notify Shipper to remove or return quantities of gas pursuant to Section 5.2, Transporter's notification shall specify the time frame within which Park Service quantities shall be removed, and/or Loan Service quantities shall be returned. Such notifications shall be consistent with Transporter's operating conditions, but in no event shall the specified time frame be less than three (3) calendar days from the date of Transporter's notification unless Transporter and Shipper mutually agree to a different time frame. The obligation of Shipper to comply with the issued notification shall be monitored until such time as Transporter is able to recommence the Park and/or Loan Services.
- 5.4 In the event Shipper makes a timely nomination in response to a notification by Transporter pursuant to Section 5.2, the obligation of Shipper to comply with that notification shall be tolled until such time as Transporter's operational conditions allow Transporter to schedule the nomination.

RATE SCHEDULE PAL  
PARK AND LOAN SERVICES (continued)

6. RATES AND CHARGES

- 6.1 The daily unit rates for service under this Rate Schedule are shown on the effective Sheet Number 29B of Volume No. 1 of this tariff. Shipper shall pay the maximum rate for service under this Rate Schedule unless Transporter and Shipper mutually agree to a different rate. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 3.1 of the pro forma agreement applicable to this Rate Schedule PAL.
- 6.2 (I) Applicable to Daily Rate PAL services:  
  
The monthly charges for PAL services shall be the product of the quantities of gas in Shipper's PAL account for each separate transaction and the maximum or mutually agreed upon rate for each day service is tendered by Transporter. Charges shall commence on the first day of the agreed upon transaction and continue until Shipper's account balance reaches zero or until the last day of the agreed upon term as set forth in the executed PAL Agreement, whichever comes first.
- (II) Applicable to Term Rate PAL services:  
  
The monthly charges shall be the product of the maximum park and/or loan quantity and the maximum daily reservation rate or mutually agreed upon rate multiplied by the number of days within such month that service is tendered by Transporter.
- 6.3 For gas which is in Shipper's PAL account during the Grace Period, as defined in Sections 7.1(e) and 7.2(e), Transporter shall charge Shipper either: (a) the agreed upon daily commodity rate under the Daily Rate PAL Agreement; or (b) the agreed upon daily reservation rate under the Term Rate PAL Agreement.
- 6.4 Notwithstanding any provision of Transporter's effective tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this tariff as "Negotiated Rate[s]"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate[s] shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate[s], shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate[s] shall be ineffective during the period that the Negotiated Rate[s] is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate[s].

RATE SCHEDULE PAL  
PARK AND LOAN SERVICES (continued)

7. PENALTIES

7.1 Park Service:

- (a) In the event any of the following occurs, parked quantities shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims:
  - (i) Transporter's prevailing operations require Transporter to notify Shipper that deliveries of parked quantities must be suspended or be reduced, and Shipper fails to comply with such notification; and/or
  - (ii) Transporter's prevailing operations require Transporter to notify Shipper that all or part of Shipper's parked quantities must be removed, and Shipper fails to comply within the specified time frame; and/or
  - (iii) the PAL account reflects a positive balance at the termination date of the executed PAL Agreement.
- (b) If, pursuant to Section 7.1(a) (i), Transporter notifies Shipper that deliveries of parked quantities must be suspended or be reduced, only those quantities parked in violation of the notification shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.
- (c) In the event that a PAL account for Park Service reflects a negative balance at the termination date of the executed PAL Agreement, those overdrawn quantities shall be sold to Shipper at 150% of the highest weekly spot price of the region of the PT.
- (d) In the event any of the occurrences in Sections 7.1(a), 7.1(b) and/or 7.1(c) of this Rate Schedule are impeded to the extent Shipper nominates in accordance with the terms of its contract pursuant to such notification or to remedy a negative balance at the termination date and Transporter is unable to schedule Shipper's nomination, the specified time frame will be extended accordingly.
- (e) Notwithstanding Sections 7.1(a) and (c), in the event that on the termination date of the executed PAL Agreement the PAL account for Park Service reflects a positive or negative balance of one hundred (100) dekatherms or less, and such balance is not due to Transporter's inability to schedule Shipper's nominated quantities, Shipper shall have five (5) business days ("Grace Period") to resolve such balance. In the event that Transporter is unable to schedule any of Shipper's nominated quantities during the Grace Period, Transporter and Shipper may mutually agree to extend the Grace Period for the amount of time that Transporter was unable to schedule the Park Service. If, at the end of the Grace Period, Shipper has a remaining balance, Section 7.1(a) or (c), whichever is applicable, shall control.

RATE SCHEDULE PAL  
PARK AND LOAN SERVICES (continued)

7.2 Loan Service

- (a) In the event any of the following occurs, loaned quantities shall be sold to Shipper at 150% of the highest weekly spot price of the region of the PT during the term of the agreed upon transaction as set forth in the PAL Agreement:
  - (i) Transporter's prevailing operations require Transporter to notify Shipper that receipt of Shipper's loaned quantities must be suspended or be reduced, and Shipper continues to receive loaned quantities; and/or
  - (ii) Transporter's prevailing operations require Transporter to notify Shipper that all or part of Shipper's loaned quantities must be returned to Transporter, and Shipper fails to comply within the specified time frame; and/or
  - (iii) the PAL account reflects a negative balance at the termination date of the executed PAL Agreement.
- (b) If, pursuant to Section 7.2(a) (i), Transporter notifies Shipper that receipt of Shipper's loaned quantities must be suspended or be reduced, only those quantities loaned in violation of the notification shall be sold to Shipper at 150% of the highest weekly spot price of the region of the PT.
- (c) In the event that a PAL account for Loan Service reflects a positive balance at the termination date of the executed PAL Agreement, those overpaid quantities shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.
- (d) In the event any of the occurrences in Sections 7.2(a), 7.2(b) and/or 7.2(c) of this Rate Schedule are impeded to the extent Shipper nominates in accordance with the terms of its contract pursuant to such notification or to remedy a positive balance at the termination date and Transporter is unable to schedule Shipper's nomination, the specified time frame will be extended accordingly.
- (e) Notwithstanding Sections 7.2(a) and (c), in the event that on the termination date of the executed PAL Agreement the PAL account for Park Service reflects a positive or negative balance of one hundred (100) dekatherms or less, and such balance is not due to Transporter's inability to schedule Shipper's nominated quantities, Shipper shall have five (5) business days ("Grace Period") to resolve such balance. In the event that Transporter is unable to schedule any of Shipper's nominated quantities during the Grace Period, Transporter and Shipper may mutually agree to extend the Grace Period for the amount of time that Transporter was unable to schedule the Loan Service. If, at the end of the Grace Period, Shipper has a remaining balance, Section 7.2(a) or (c), whichever is applicable, shall control.

The highest weekly regional, spot price shall be obtained from Gas Daily, or from another agreed upon daily or weekly publication containing Transporter's weekly regional spot prices.

8. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, as such may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule PAL and shall apply to services rendered hereunder as stated herein.

RATE SCHEDULE FT-IL  
FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by Tennessee Gas Pipeline Company (Transporter) for any Shipper on Incremental Lateral facilities that are identified under Article XVIII, Section 2 of the General Terms and Conditions and identified in Shipper's Incremental Lateral Transportation Service Agreement ("FT-IL Service Agreement");

- (a) which has submitted a valid Service Request Form;
- (b) which has executed a FT-IL Service Agreement wherein Transporter agrees to transport natural gas for Shipper's account up to a specific maximum daily Transportation Quantity; and
- (c) which has caused its supplier of gas, if such supplier has retained processing rights to the gas delivered to Shipper, to enter into a Transportation Contract for the transportation of any liquids and any PTR quantities associated with the processing of gas received at the Receipt Point(s) under Shipper's FT-IL Service Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Firm transportation service under this Rate Schedule shall be provided (i) to the extent Transporter determines firm capacity is available, and (ii) if Shipper has satisfied the requirements of Articles III and XXVIII of the General Terms and Conditions; provided, however, Transporter shall not commence service until Transporter and Shipper have executed a FT-IL Service Agreement. Shipper shall have the right to enter into one or more transportation contracts for the service provided under this Rate Schedule.
- 2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.
- 2.3 Transporter shall not be required to transport gas where the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide the transportation service.

3. QUALIFICATION FOR SERVICE

- 3.1 All Shippers requesting firm lateral transportation service must qualify pursuant to Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.2 All Shippers requesting firm lateral transportation service must execute a FT-IL Service Agreement in accord with the provisions of Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

RATE SCHEDULE FT-IL  
FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE (continued)

4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES
  - 4.1 Primary Receipt Points: Subject to the availability of capacity, Transporter shall receive from Shipper, or for the account of Shipper, at those point(s) on the Incremental Lateral identified in the FT-IL Service Agreement between Shipper and Transporter for transportation of daily quantities of gas. Transporter shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas for transportation scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.
  - 4.2 Secondary Receipt Points: All receipt points on the lateral identified in Shipper's FT-IL Service Agreement shall be available as Secondary Receipt Points up to the maximum daily quantity that is applicable to the Primary Receipt Points in Shipper's Transportation Path.
  - 4.3 Primary Delivery Points: Subject to availability of capacity any delivery point on the Incremental Lateral identified in Shipper's FT-IL Service Agreement that is covered by a Balancing Agreement ("eligible delivery point") shall be eligible to be designated in Shipper's FT-IL Service Agreement as a Primary Delivery Point for gas transported by Transporter under this Rate Schedule.
  - 4.4 Secondary Delivery Points: A Shipper under this rate schedule may use as a Secondary Delivery Point any eligible delivery point on the Incremental Lateral identified in Shipper's FT-IL Service Agreement which is within the Transportation Path.
  - 4.5 Contract Quantities at Delivery Points: The sum of the maximum daily delivery quantities applicable to all of a Shipper's Primary Delivery Points may not exceed the maximum daily quantity under the Shipper's FT-IL Service Agreement.
  - 4.6 Change of Primary Points: Subject to agreement by Transporter, a Shipper may elect to substitute new points for the Primary Delivery or Receipt Points in its FT-IL Service Agreement provided that all such points are on the Incremental Lateral. All such changes shall be pursuant to the open season provisions as reflected in Article XXVIII of the General Terms and Conditions. Transporter shall not be required to accept an amendment if there is inadequate capacity available to render the new service or if the change would reduce the reservation charges applicable to the agreement.
  - 4.7 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s).
  - 4.8 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day. Subject to Transporter's operating conditions, during any given day Transporter will allow Shipper to deliver or receive gas at an hourly rate that may exceed 1/24th of Shipper's scheduled quantities.

RATE SCHEDULE FT-IL  
FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE (continued)

5. RATES AND CHARGES

- 5.1 Applicable Rates: The applicable rates for service under the FT-IL Rate Schedule are the applicable maximum FT-IL rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rates applicable to any transportation service agreement under this Rate Schedule to any level not less than the minimum or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges of Transporter's effective FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rates (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Transporter, and (b) shall be applicable for the period agreed upon by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma service agreement applicable to this Rate Schedule FT-IL.

In the event Transporter and Shipper agree to establish a fixed rate to be charged for the duration of the FT-IL Service Agreement, said rate will be set forth in the FT-IL Service Agreement. Transporter shall post on its interactive Internet website under Transactional Postings any adjustment below the maximum Commodity and/or Reservation Rates for service under this Rate Schedule.

- 5.2 Facilities Charge: In addition to the other charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XVII of the General Terms and Conditions of Transporter's FERC Gas Tariff. Any applicable Facilities Charge may be stated in the FT-IL Service Agreement.
- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any filing or similar fees which Transporter incurs in rendering service hereunder, which have not been previously paid by Shipper. Transporter shall not use the amounts so collected either as revenues or costs in establishing its incremental or recourse rates. The applicable Incidental Charges shall be stated in the FT-IL Service Agreement.

RATE SCHEDULE FT-IL  
FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE (continued)

- 5.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter through PASSKEY, should on any day take under this Rate Schedule a quantity of natural gas more than Shipper's maximum daily quantity under Shipper's FT-IL Service Agreement, then such quantity shall constitute an Authorized Overrun. If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes.
- NAESB Standard 1.3.19 (Version 1.8) states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through PASSKEY.
- For all such Authorized Overruns, Shipper shall pay Transporter the rate set forth in the Summary of Rates and Charges of Transporter's FERC Gas Tariff for the applicable Incremental Lateral times the excess quantities delivered to Shipper, unless the parties mutually agree otherwise.
- 5.5 Daily Variance: Shippers receiving service at a point(s) at which a balancing agreement is not in effect shall be subject to the Daily Variance provisions of Rate Schedule LMS-MA and LMS-PA of the Transporter's FERC Gas Tariff.
- 5.6 Fuel and Losses
- Fuel and Losses. Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the applicable Incremental Lateral.
- 5.7 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits, for service under this Rate Schedule that differ from those rates, rate components, charges, or credits, that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only

RATE SCHEDULE FT-IL  
FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE (continued)

those rates, rate components, charges, or credits, identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be in effect during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Reservation Charge: A reservation charge equal to the product of the applicable Reservation Rate shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the Transportation Quantity specified in Shipper's FT-IL Service Agreement; and
- (b) Commodity Charge: The applicable Commodity Rate set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the quantity of gas scheduled in the month; and
- (c) Other Charges: If applicable, any Facilities Charge, any Incidental Charges, any Authorized or Unauthorized Overrun Charges, any Fuel and Losses Charge, and any applicable surcharges as shown in the Summary of Rates and Charges and any cashout charges resulting from imbalances incurred.

7. FAILURE OF TRANSPORTER

If Transporter fails to tender for delivery during any one or more days the quantity of natural gas which Shipper has scheduled for delivery, taking into consideration an allowable variation of 2%, up to the maximum quantity which Transporter is obligated by the FT-IL Service Agreement to deliver to Shipper, then the demand charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Demand Rate per dth times the difference between the quantity of natural gas tendered for delivery during said day or days and the quantity of natural gas scheduled by Shipper for delivery at Primary Delivery Point(s) during said day or days; provided that if Transporter's failure to perform is due to a force majeure event described in Article X of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will not be obligated to reduce Shipper's demand charges, in the manner described above, for failure to tender delivery at Shipper's primary or secondary delivery point(s). If Transporter's failure to perform is due to a routine, non-emergency maintenance event as set forth in Article X of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will not be obligated to reduce Shipper's charges, in the manner described above, for failure to tender delivery at a secondary delivery point(s) if Shipper re-nominates and Transporter re-schedules delivery to Shipper's primary delivery point(s).

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**First Revised Sheet No. 247** First Revised Sheet No. 247 : Effective

RATE SCHEDULE FT-IL  
FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE (continued)

8. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and Conditions specified in Volume 1 of Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

Rate Schedule TTT  
Title Transfer Tracking Service

1. AVAILABILITY

This Rate Schedule is available for any Party (Account Holder) which has (i) requested title transfer tracking service by Tennessee Gas Pipeline Company (Transporter); (ii) has met the conditions for qualification for receipt of service under Article XXVIII of the General Terms and Conditions of Transporter's FERC Gas Tariff; and (iii) after review and acceptance of such request by Transporter, has executed a title transfer tracking service agreement with Transporter for service under Rate Schedule TTT.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule permits Account Holder, upon request, to track title transfer(s) pursuant to this Rate Schedule TTT at any pooling point(s). For the purposes of this rate schedule, pooling point shall mean the logical pooling point(s) for each pooling area as defined in Article I, Section 23 of the General Terms and Conditions. Account Holder must agree to nominate and schedule all transactions pursuant to this Rate Schedule TTT in balance. Account Holder is not permitted to run an imbalance for Rate Schedule TTT Service. NAESB Standard 1.2.15 (Version 1.8) states: Title Transfer Tracking is the process of accounting for the progression of title changes from party to party that does not affect a physical transfer of the gas.

2.2 Pursuant to this rate schedule, Account Holder may nominate receipts from or deliveries to any service that can nominate at a pooling point.

2.3 All Third Party Account Administrators (3PADS) wishing to provide TTT service(s) must enter into a TTT agreement(s) with Transporter pursuant to this Rate Schedule TTT.

3. NOMINATIONS

3.1 Account Holder shall nominate quantities into and out of the relevant TTT service agreement(s) for TTT service.

3.2 In addition to daily nomination rights and obligations as set forth in Article III, Section 4(a), (b) and (c) of the General Terms and Conditions, Account Holder shall have the right to make intra-day and hourly nomination changes as provided in and subject to the conditions set forth in Article III, Section 4 of the General Terms and Conditions.

3.3 At each pooling point, nominations for quantities received into a TTT service agreement shall balance with deliveries nominated out of the TTT service agreement for TTT service.

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FERC Docket: RP02-436-000

**Original Sheet No. 249** Original Sheet No. 249 : Effective

Rate Schedule TTT  
Title Transfer Tracking Service (Continued)

4. GENERAL TERMS AND CONDITIONS

Service under this Rate Schedule is subject to the General Terms and Conditions contained in Volume 1 of Transporter's FERC Gas Tariff as may be amended from time to time.

5. OPERATIONAL INTEGRITY

Nothing in this Rate Schedule shall limit Transporter's right to take action as may be required to adjust receipts and deliveries of scheduled quantities of gas in order to alleviate conditions which threaten the integrity of its system, or the ability of Transporter to transport quantities scheduled by any Shippers.

*Effective Date: 10/01/2002 Status: Effective*

*FERC Docket: RP02-436-000*

**Sheet Nos. 250 - 300** Sheet Nos. 250 - 300 : Effective

Sheet Nos. 250 through 300 are Reserved for Future Use.

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**Fifteenth Revised Sheet No. 301** Fifteenth Revised Sheet No. 301  
Superseding: Fourteenth Revised Sheet No. 301

GENERAL TERMS AND CONDITIONS

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**Third Revised Sheet No. 302** Third Revised Sheet No. 302 : Effective  
Superseding: Second Revised Sheet No. 302

GENERAL TERMS AND CONDITIONS

I. DEFINITION OF TERMS

Except where the context expressly states another meaning, the following terms when used in this tariff and in any gas sales contract, transportation contract or storage contract incorporating said Tariff, shall be construed to have the following meanings:

1. The term "Seller" or "Transporter" shall mean Tennessee Gas Pipeline Company, acting in its capacity as seller or transporter.
2. The term "Buyer" or "Shipper" shall mean any sales, transportation, storage or other customer of Seller.
3. The term "day" or "Gas Day" shall mean a period of twenty-four consecutive hours, beginning and ending at 9:00 a.m. (Central Clock Time).
4. The term "month" shall mean the period beginning at 9:00 a.m. CCT on the first calendar day of the calendar month and ending at 9:00 a.m. CCT on the first calendar day of the next succeeding calendar month.
5. The term "year" shall mean a period of 365 consecutive days beginning on the date natural gas is first delivered or is to be delivered under the gas sales, transportation, storage or other contract, whichever is earlier, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.
6. The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when such gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of thirty-three hundredths (.33) pounds per square inch above an assumed atmospheric pressure of fourteen and four tenths (14.4) pounds per square inch (fourteen and seventy-three hundredths (14.73) pounds per square inch absolute).
7. The term "Mcf" shall mean 1,000 cubic feet of gas.
8. The term "British thermal unit" or "Btu" shall mean the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at a standard pressure of 14.73 dry psia at 60 degrees Fahrenheit.
9. The term "Dekatherm" or "Dth", shall mean the quantity of heat energy which is 1,000,000 British thermal units. The standard quantity for nominations, confirmation and scheduling is Dekatherms per Gas Day in the United States, Gigajoules per Gas Day in Canada, and Gigacalories per gas day in Mexico. (For reference 1 Dekatherm = 1,000,000 Btu's; and 1 Gigajoule; and 1 Gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dekatherms and Gigajoules is 1.055056 Gigajoules per Dekatherm and between Dekatherms and Gigacalories is 0.251996 Gigacalories per Dekatherm. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units.

GENERAL TERMS AND CONDITIONS

10. The term "total heating value", when applied to a cubic foot of gas, means the number of British thermal units produced by the complete combustion with air, at a constant pressure, of one anhydrous (dry) cubic foot of gas at a pressure of 14.73 psia and a temperature of 60 degrees Fahrenheit when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state, as determined under Section 1 of Article II.
11. The term "load factor" for any given period of time shall mean the percentage obtained by dividing the amount of the actual or imputed average daily Dth delivery of gas during said period by the maximum daily delivery obligation of Transporter.
12. The term "scheduled quantity" shall mean the quantity of natural gas that (a) Shipper nominates for receipt at a receipt point (including fuel) or the quantity that Transporter redelivers to Shipper at a delivery point, and that (b) the operator of the connecting facilities confirms, and that (c) Transporter schedules for receipt or delivery.
13. The term "transportation service" shall include transportation, exchange, or backhaul service.
14. The term "long term firm service agreement" shall mean a firm transportation agreement with a term of one year or more.
15. The term "equivalent quantity" unless otherwise stated in the transportation contract shall mean that during any given period of time the thermal quantities of gas delivered at the Point(s) of Delivery shall be the thermal equivalent of the quantities of gas received at the Point(s) of Receipt for transportation less thermal quantities of gas for Transporter's system fuel and use requirements and gas lost and unaccounted for associated with the transportation service; provided that the equivalent quantity shall not include any plant thermal reduction (PTR) unless the gas to be transported is not subject to a separate PTR Transportation Agreement.
16. The term "plant thermal reduction" (PTR) shall mean the combined loss in volume and Btu's attributable to processing including, but not limited to, plant fuel, shrinkage and flare.
17. The term "summer" shall mean the period commencing April 1 and ending October 31.
18. The term "winter" shall mean the period commencing November 1 and ending March 31.

GENERAL TERMS AND CONDITIONS (continued)

19. The term "Balancing Agreement" shall mean a contract governing scheduling and balancing of designated supplies at designated points on Transporter's system, so that differences between actual flows and scheduled quantities are allocated to such Balancing Agreement, and shall include (as the context requires) Receipt Point Balancing Agreements, Delivery Point Balancing Agreements, Pipeline Balancing Agreements and Balancing Agreements with Aggregators.
20. The term "supply area" shall mean those points on Transporters system that are upstream of Station 47, 542 or 834 on Transporter's 100, 500, or 800 line, respectively.
21. The term "supply leg" shall mean the portion of Transporter's 100, 500, or 800 line within the supply area.
22. The term "market area" shall mean all points on Transporter's system downstream of Station 47, 542 or 834 on Transporter's 100, 500 or 800 line, respectively.
23. The term "Supply Area Pooling Area" shall mean the following points:
  - 1) 100 Leg - Zone 0 - South: all points of receipt on Transporter's 100 Line beginning in Texas, and ending at the suction side of Compressor Station 17 in East Bernard, Texas;
  - 2) 100 Leg - Zone 0 - North: all points of receipt on Transporter's 100 Line beginning at the discharge side of Compressor Station 17 in East Bernard, Texas, including all points of receipt on the Carthage Line No. 701-1, and ending at the suction side of Compressor Station 40 in Natchitoches, Louisiana;
  - 3) 100 Leg - Zone 1: all points of receipt on Transporter's 100 Line beginning at the discharge side of Compressor Station 40 in Natchitoches, Louisiana, and ending at the suction side of Compressor Station 87 in Portland, Tennessee;
  - 4) 500 Leg - Zone 1: all points of receipt on Transporter's 500 Line beginning at the discharge side of Compressor Station 534 in Purvis, Mississippi and ending at the 500 Line suction side of Compressor Station 860 in Centerville, Tennessee;
  - 5) 800 Leg - Zone 1: all points of receipt on Transporter's 800 Line beginning at the discharge side of Compressor Station 834 in Winsboro, Louisiana and ending at the 800 Line suction side of Compressor Station 860 in Centerville, Tennessee;
  - 6) 500 Leg - Zone L: all points of receipt on Transporter's 500 Line upstream from the suction side of Station 534 in Purvis, Mississippi, including all points of receipt east of mainline valve 515 in Centerville, Louisiana and all points of receipt east of Vermillion 245 C on the Blue Water Header System;
  - 7) 800 Leg - Zone L: all points of receipt on Transporter's 800 Line upstream from the suction side of Compressor Station 834 in Winsboro, Louisiana, including all points of receipt on the west side of mainline valve 515 in Centerville, Louisiana; all points of receipt west of Vermillion 245 C on the southwest and west leg of the Blue Water Header System; all points of receipt on the Kinder-Sabine Line No. 800-1; and all points of receipt on Kinder-Natchitoches Line No. 501-1 south of Station 40 in Natchitoches, Louisiana.

GENERAL TERMS AND CONDITIONS (continued)

- 8) Zone 1 (Station 860 - Station 87): All points of receipt on the 500 Line beginning at the discharge side of Station 860 in Centerville, Tennessee and ending at the suction side of Station 87 in Portland, Tennessee and all points of receipt on Transporter's 800 Line beginning at the discharge side of Station 860 in Centerville, Tennessee and ending at the suction side of Station 87 in Portland, Tennessee;

For scheduling and segmentation purposes, the assigned geographic location of each Supply Area Pooling Area shall be a "paper" pooling point at the furthest downstream receipt point on the mainline within the applicable Supply Area Pooling Area ("Pooling Area Point"); provided, however, the Pooling Area Point for each Supply Area Pooling Area identified below may alternatively be nominated as the Pooling Area Point of the immediately upstream Supply Area Pooling Area ("Alternative Pooling Area"):

| Supply Area Pooling Area | Alternative Pooling Area |
|--------------------------|--------------------------|
| 100 Leg - Zone 0 - North | 100 Leg - Zone 0 - South |
| 500 Leg - Zone 1         | 500 Leg - Zone L         |
| 800 Leg - Zone 1         | 800 Leg - Zone L         |

Each "paper" pooling point shall be identified in PASSKEY.

The term "Market Area Pooling Area" shall mean the following points:

- 9) 100 Leg - Zone 2: All points of receipt on Transporter's 100 Line beginning at the discharge side to Station 87 in Sumner County, Tennessee and ending either at the suction side of Station 114 in Catlettsburg, West Virginia, or the point at which Transporter's Buffalo extension crosses the Ohio River;
- 10) Broad Run Spur - Zone 3: All points of receipt on Transporter's Broad Run Spur beginning at the discharge side of Station 114 in Catlettsburg, West Virginia and ending at the West Virginia terminus of Transporter's pipeline three miles east of Clendenin, West Virginia;
- 11) 200 Leg - Zone 4: All points of receipt on Transporter's 200 Line in the states of Ohio and Pennsylvania;
- 12) 200 Leg - Zone 5: All points of receipt on Transporter's 200 Line in the state of New York, excluding the Niagara Spur, but including all points of receipt on the H-C Line between the Pennsylvania-New York state line and Station 237 in Clifton Springs, New York;
- 13) 300 Leg - Zone 4: All points of receipt on Transporter's 300 Line in the state of Pennsylvania, including all points of receipt on the H-C Line between Station 313 in Coudersport, Pennsylvania and the Pennsylvania-New York state line;
- 14) 300 Leg - Zone 5: All points of receipt on Transporter's 300 Line in the states of New York and New Jersey;
- 15) Niagara Spur - Zone 5: All points of receipt on Transporter's Niagara Spur beginning at the suction side of Station 230C in Niagara, New York and ending at the suction side of Station 230B in East Aurora, New York;
- 16) 200 Line - Zone 6: All points of receipt on Transporter's 200 Line beginning at the New York-Massachusetts state line and including points in the states of Massachusetts, Connecticut, New Hampshire, and Rhode Island; and

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**Original Sheet No. 304B** Original Sheet No. 304B

GENERAL TERMS AND CONDITIONS (continued)

- 17) 300 Line - Zone 6: All points of receipt on Transporter's 300 Line in the state of Connecticut.

For scheduling and segmentation purposes, the assigned geographic location of each Market Area Pooling Area shall be a "paper" pooling point at the furthest downstream receipt point on the mainline within the applicable Market Area Pooling Area ("Pooling Area Point"). Each "paper" pooling point shall be identified in PASSKEY.

24. The term "transportation quantity" (TQ) shall mean the maximum daily quantity of gas which Transporter agrees to receive (excluding fuel) and transport on a firm basis for the account of Shipper on each day during the term of the Shipper's Transportation Agreement.
25. The term "OFO daily tolerance" shall mean the percentage tolerance established in an operational flow order issued pursuant to Article VIII of the General Terms and Conditions which operators, producers, aggregators and shippers can deviate from scheduled quantities at a receipt or delivery point.

GENERAL TERMS AND CONDITIONS (continued)

26. The term "transportation path" for a firm transportation agreement shall mean the zone of the primary receipt point, the zone of the primary delivery point and all intermediate zones; provided that Transporter's Zone 3 shall not be in the transportation path of any service that does not have a primary point in that zone. For a Firm Transportation Agreement with Primary Receipt and Delivery Points solely on an Incremental Lateral as defined in Article XVIII, Section 2 of the General Terms and Conditions, the transportation path shall mean the Incremental Lateral, and any such Incremental Lateral shall not be in the transportation path of any service that does not have a Primary Receipt and Delivery Point on that Incremental Lateral.
27. The term "PASSKEY" or "System" shall mean Transporter's computer information and scheduling system accessed through Transporter's interactive Internet website or through Electronic Data Interchange. "Electronic Data Interchange" or "EDI" shall mean electronic communication through means other than Transporter's System, that complies with the Electronic Delivery Mechanism Standards of the North American Energy Standards Board ("NAESB").
28. The term "delegated quantity" shall mean the portion of a Shipper's transportation quantity and of the maximum daily quantity at designated receipt and delivery points for which a Shipper has assigned to an Agent its nominating, scheduling and other administrative responsibilities pursuant to an Agency Authorization Agreement.
29. The term "Electronic Custody Transfer" or "ECT" shall mean the measurement of gas flow, when gas is transferred from the custody of one party to another, using electronic metering systems.
30. The terms "Central Clock Time" and "CCT" shall mean central daylight time when daylight savings time is in effect and central standard time when daylight savings time is not in effect.
31. The term "business day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico.
32. As stated in NAESB Standards 1.2.3 and 1.3.18 (Version 1.8), pooling is: 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the disaggregation of gas from a single physical or logical point to multiple physical and/or logical points. Deliveries from receipt points should be able to be delivered directly into at least one pool and delivery points should be able to receive quantities from at least one pool, excluding non-contiguous facilities.
33. The term "Pooling Area" shall refer to Supply Area Pooling Area, Market Area Pooling Area or both Supply and Market Area Pooling Areas, as applicable.
34. The term "capacity path" shall mean the mainline pipeline path, up to the transportation quantity under Shipper's firm transportation contract, from a Shipper's Primary Receipt Point(s) to Primary Delivery Point(s), and the leg(s) of Transporter's system, up to the transportation quantity associated with the Primary Receipt Point(s) or Primary Delivery Point(s), where such points are located. For segmented releases, the capacity path of the Replacement Shipper's contract shall be that portion of the Releasing Shipper's capacity path released to the Replacement Shipper up to the transportation quantity under the Replacement Shipper's contract and the Releasing Shipper's capacity path shall be modified accordingly. Receipt point nominations from Supply Area Pooling Areas shall be considered to be Secondary Receipt Points within a Shipper's capacity path up to the transportation quantity under Shipper's firm transportation contract associated with the respective leg of Transporter's system. Receipt point nominations from Market Area Pooling Areas shall be deemed to be Secondary Receipt Points either within or outside of the Shipper's capacity path, depending on the Market Area Pooling Area's assigned geographic location and the transportation quantity under Shipper's firm transportation quantity associated with the respective leg of Transporter's system.

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**Second Revised Sheet No. 305A** Second Revised Sheet No. 305A : Effective  
Superseding: First Revised Sheet No. 305A

GENERAL TERMS AND CONDITIONS (continued)

35. The term "Daily Variance" or "Daily Imbalance" shall have the meaning set forth in Section 7 of Rate Schedule LMS-MA and Section 5 of Rate Schedule LMS-PA.
36. The term "Hydrocarbon Dewpoint" shall mean cricondenthem, the highest temperature at which the vapor-liquid equilibrium may be present. The Hydrocarbon Dewpoint (cricondenthem) calculations are performed using the Peng-Robinson equation of state.
37. The term "HDP Segment(s)" shall have the meaning as defined in Article II, Section 3.1.
38. The term "HDP Problem(s)" shall mean actual or anticipated operational problems on Transporter's system or at its Interconnects with interstate or intrastate pipelines, storage facilities, end users, and local distribution companies specifically related to actual or anticipated hydrocarbon liquid fallout. The term "Interconnect," in this context solely, shall mean the integrated metering, measurement, pressure regulation and gas handling facilities and other equipment ("Interconnect Equipment") located within the measurement/delivery complex where Transporter delivers gas to an interstate or intrastate pipeline, end user, storage facility or local distribution company, typically contained within a fenced or other secure enclosure. Interconnect Equipment may or may not be owned by Transporter and may or may not be located before the meter demarcating the change in possession of the gas.

II. QUALITY

1. The provisions set forth in this Article II Section 1 shall apply to all gas delivered by Transporter under this FERC Gas Tariff.
  - (a) Heating value: The natural gas shall have a total heating value of not less than nine hundred and sixty-seven British thermal units per cubic foot. Transporter, in its own right or in accord with the instructions of Shipper, may subject, or permit the subjection of, the natural gas to compression, cooling, cleaning and other processes and helium, natural gasoline, butane, propane, and any other hydrocarbons except methane may be removed prior to delivery to Shipper. Title to the products will remain with party that has contracted for the processing rights and notified Transporter of such contract; otherwise, title to the products will remain with Transporter. In the event that the total heating value of gas, per cubic foot, in any month

when determined as provided in Section 2 of Article III hereof, falls below nine hundred and sixty-seven (or above eleven hundred in the case of citygate deliveries) British thermal units per cubic foot, Shipper shall have the option to refuse to accept said gas so long as said total heating value remains below nine hundred and sixty-seven (or above eleven hundred in the case of citygate deliveries) British thermal units per cubic foot.

- (b) Freedom from objectionable matter: The natural gas delivered by Transporter under this Tariff shall be commercially free from objectionable odors, dust, or other solid or liquid matters (including hydrocarbon liquids) which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows at the point of delivery; and shall not contain more than twenty grains of total sulphur nor more than one grain of hydrogen sulphide per one hundred cubic feet. Transporter's obligation hereunder shall in no way require Transporter to deliver natural gas to Shipper at anything other than at the prevailing pressure and temperature in Transporter's pipeline.

2. Failure to conform to specifications against objectionable matter:

If the gas offered for delivery by Transporter shall fail at any time to conform to any of the specifications set forth in Section 1 of this Article, then Shipper shall notify Transporter of such deficiency and thereupon may at Shipper's option refuse to accept delivery pending correction by Transporter. Upon Transporter's failure promptly to remedy any deficiency in quality as specified in Section 1 of this Article, Shipper may accept delivery of such gas and may make changes necessary to bring such gas into conformity with such specifications, and Transporter may reimburse Shipper for any reasonable expense incurred by it in effecting such changes.

If a Shipper requests delivery ("Requesting Shipper") of gas that does not meet one or more of the gas quality specifications contained in Article II, Section 1 above ("Non-Conforming Gas"), nothing in this Article II shall prevent the Requesting Shipper from waiving any of its rights under this Section 2 or agreeing to indemnify, defend, and hold Transporter harmless from any damages to the Requesting Shipper's facilities relating to Transporter's delivery of such Non-Conforming Gas, provided that the delivery to the Requesting Shipper occurs at a point on Transporter's system located in the supply area, as defined in Article I, Section 21 of these General Terms and Conditions. The Requesting Shipper may specify whether it is waiving one or more of the gas quality specifications contained in Article II, Section 1 above. Transporter may reject any request to deliver Non-Conforming Gas if Transporter determines, in its sole judgment, that it will adversely impact Transporter's system or other Shippers. Except under the specific circumstances of a Requesting Shipper, nothing in this Article II shall relieve Transporter of its obligation to deliver gas that conforms to the specifications of Article II, Section 1.

3. The provisions set forth in this Article II Section 3 shall apply to all gas delivered to Transporter. Gas delivered to Transporter hereunder:

- (a) shall have a total heating value of not less than nine hundred sixty-seven (967) Btu's per cubic foot, and not more than eleven hundred (1100) Btu's per cubic foot;
- (b) shall be commercially free from objectionable odors, dust, water, any other solid or liquid matter that might interfere with its merchantability or cause injury to, or interference with, proper operation of the equipment through which it flows and any substance that might become separated from the gas in Transporter's facilities. Shipper shall furnish, install, maintain and operate drips, separators, heaters, and other mechanical devices as may be necessary to effect compliance with such requirements (after having secured the prior approval of Transporter as to the design and construction of such facilities, which approval shall not be unreasonably withheld);

GENERAL TERMS AND CONDITIONS (continued)

- (c) shall not contain more than twenty (20) grains of total sulphur, nor more than one fourth (1/4) of one grain of hydrogen sulphide per one hundred (100) cubic feet;
  - (d) shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, and Shipper shall make every reasonable effort to keep the gas free of oxygen;
  - (e) shall not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed three percent (3%) by volume.
  - (f) shall have a temperature of not more than one hundred twenty degrees (120 degrees) Fahrenheit;
  - (g) shall have been dehydrated by Shipper for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60 degrees) Fahrenheit as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.
- 3.1 Hydrocarbon Dewpoint. Transporter may not refuse to accept delivery of Gas with a Hydrocarbon Dewpoint equal to or less than 15 degrees Fahrenheit ("F"), provided that such Gas satisfies all other applicable provisions of Transporter's FERC Gas Tariff. This Standard shall be referred to as Transporter's Hydrocarbon Dewpoint Safe Harbor. Transporter shall, from time to time, and as Transporter deems operationally necessary, establish and post on PASSKEY a limit on Hydrocarbon Dewpoint (no lower than the Hydrocarbon Dewpoint Safe Harbor) for receipts on specified HDP Segments to cure or prevent hydrocarbon liquid fallout. As set forth below, Transporter shall post on PASSKEY such limits when operational and engineering considerations on Transporter's System demonstrate, based on Transporter's determination, the need for such limits in order to prevent anticipated hydrocarbon liquid fallout, to correct problems from actual hydrocarbon liquid fallout, or to assure that gas would be accepted for delivery into interconnects, including with interstate or intrastate pipelines, storage facilities, end users, and local distribution companies.
- (a) Procedures for Postings. Transporter shall establish Monitoring Points on its system for the purpose of posting Hydrocarbon Dewpoint limits pursuant to Section 3.1. For purposes of this Section, "HDP Segment(s)" shall be that portion of Transporter's System between Monitoring Points or, for the furthestmost upstream Monitoring Points of Transporter's System, the applicable HDP Segment shall be the remaining portion of Transporter's upstream system.

GENERAL TERMS AND CONDITIONS (continued)

- (i) HDP Problem(s) - Actual Hydrocarbon Liquid Fallout - If Transporter experiences an HDP Problem and Transporter determines that a limit on Hydrocarbon Dewpoint is operationally necessary, Transporter shall post on PASSKEY Hydrocarbon Dewpoint limits (no lower than 15 degrees F) at the point where the liquid fallout occurs and then to the receipt points upstream of that location within the HDP Segment where the fallout is occurring. If that will not correct the HDP Problem, Transporter shall apply Hydrocarbon Dewpoint limits for each HDP Segment immediately upstream of the HDP Segment where the liquid fallout occurs up to the nearest Monitoring Point that satisfies the Hydrocarbon Dewpoint limit. Any such Hydrocarbon Dewpoint limit shall be applied uniformly to all receipt points in such HDP Segments. Transporter's analysis and posting of HDP limits shall not skip over any HDP Segment between the HDP Problem and the furthestmost upstream HDP Segment to which an HDP limit is posted.
- (ii) HDP Problem(s) - Anticipated Hydrocarbon Liquid Fallout - When Transporter anticipates an HDP Problem under foreseeable operating conditions and Transporter determines that Hydrocarbon Dewpoint limits are necessary, Transporter shall post on PASSKEY, pursuant to the procedures established in this section below, Hydrocarbon Dewpoint limits (no lower than 15 degrees F) for the HDP Segment(s) of Transporter's System required to prevent the anticipated liquid fallout. Transporter shall make such a posting when Transporter's analysis of system operating factors indicates to Transporter a need for a limitation. Such factors may include, but are not limited to, anticipated processing plant operation, pressure reduction, flow patterns, flowing gas temperatures, and Hydrocarbon Dewpoint temperatures. Hydrocarbon Dewpoint limitations posted pursuant to this section shall be applied to all HDP Segment(s) where potential for liquid fallout is anticipated absent such Hydrocarbon Dewpoint limitation and to all HDP Segments required to prevent the anticipated liquid fallout under foreseeable operating conditions, provided such posting shall not skip over any HDP Segment between the HDP Problem and the furthestmost upstream HDP Segment to which an HDP limit is posted. Transporter shall post on PASSKEY an explanation of the basis for the HDP limit. Upon Shipper's request, Transporter shall provide, within three Business Days, a written detailed explanation of the nature and level of the anticipated hydrocarbon liquid fallout problem, the reasons for its choices of the posted HDP limit and the affected HDP Segments and the specific points (i.e., valve, delivery meter, interconnection facility, etc.), if applicable, where Transporter anticipated hydrocarbon liquids fallout.
- (iii) Transporter shall post HDP limits in a given HDP Segment only to the extent necessary to prevent or cure an HDP Problem. Such posted Hydrocarbon Dewpoint limits shall remain in effect no longer than necessary.

GENERAL TERMS AND CONDITIONS (continued)

- (iv) To the extent that it does not create undue risk of an HPD Problem, Transporter will not apply the Hydrocarbon Dewpoint limits of this Section to receipts into Transporter's system from storage facilities and from meters that are not upstream of a processing plant with available capacity and that flow 500 dth or less per day.
- (v) Transporter will provide as much notice of such limitation as reasonably practicable and will attempt to provide such notice at least ten (10) days prior to the effective date of the limitation.
- (vi) Posted Hydrocarbon Dewpoint limitations shall not exceed the limits needed to correct the specifically identified or anticipated HDP Problem on specific HDP Segments of Transporter's system.
- (vii) Where the Transporter can not fully correct an HDP Problem by posting a Hydrocarbon Dewpoint limit in the most downstream HDP Segment experiencing or anticipating an HDP Problem, it shall post a Hydrocarbon Dewpoint limit in subsequent upstream HDP Segment(s) if Transporter determines that such upstream posting is operationally necessary. However, the Hydrocarbon Dewpoint limit in the subsequent HDP Segment(s) may be no stricter than the limit in the first HDP Segment. Where the Hydrocarbon Dewpoint of an upstream Monitoring Point complies with the posted Hydrocarbon Dewpoint limit, Transporter shall not apply any Hydrocarbon Dewpoint limit to that point or any other upstream receipt point in the sequential HDP Segment.
- (viii) When Transporter posts a Hydrocarbon Dewpoint limit for a particular HDP Segment, all gas receipts into the affected HDP Segment either from interconnects or from any adjacent HDP Segment feeding gas directly into the affected HDP Segment must meet the posted HDP limit for the affected HDP Segment.
- (ix) Transporter will not require processing of gas at receipt points upstream of the tailgate of a straddle plant that meets the posted Hydrocarbon Dewpoint limit without processing.
- (x) To the extent operationally feasible, Transporter shall allow gas that does not meet a posted Hydrocarbon Dewpoint limitation at receipt points to continue to flow provided that Transporter approves a pairing proposal as set forth in Section 3.1(c).
- (xi) Transporter shall allow gas that does not meet a posted Hydrocarbon Dewpoint limitation at receipt points to continue to flow provided that the Shipper or a third party provides to Transporter proof of processing at a plant within the HDP Segment where the gas at the tailgate of that plant satisfies the Hydrocarbon Dewpoint limitation for the applicable HDP Segment.

GENERAL TERMS AND CONDITIONS (continued)

- (b) Monitoring Points. Transporter shall utilize the following Monitoring Points to establish HDP Segments on Transporter's System for purposes of posting Hydrocarbon Dewpoint limits per this section 3.1.

1. Donna, Texas
2. Agua Dulce, Texas
3. Natchitoches, Louisiana
4. Kinder, Louisiana
5. Yscloskey, Louisiana Plant Tailgate
6. Centerville, Tennessee
7. Portland, Tennessee
8. Mercer, Pennsylvania
9. Coudersport, Pennsylvania
10. Clifton Springs, New York
11. Greenwich, Connecticut
12. Agawam, Massachusetts
13. Hopkinton, Massachusetts
14. Dracut, Massachusetts

For purposes of defining the HDP Segments upstream of the monitoring points established at Yscloskey and Kinder, and in recognition that although Kinder and Yscloskey are located on different supply legs of Tennessee's system, some of the facilities upstream of Kinder and Yscloskey are physically interconnected, Transporter shall limit the Yscloskey HDP Segment to that portion of the facilities upstream of Yscloskey that are receiving gas that physically flows in the direction of the Yscloskey Point, and shall similarly limit the Kinder HDP Segment to those receipt points that are receiving gas that flows in the direction of the Kinder Monitoring Point.

- (c) Pairing. Subject to the conditions below, Transporter shall allow a shipper or supplier whose gas does not meet a posted Hydrocarbon Dewpoint limit to contractually pair its gas with a shipper or supplier whose gas satisfies the posted specification, or to self-pair its own gas supplies so that the combined supply meets the posted Hydrocarbon Dewpoint limit, so long as the pairing arrangement does not create undue risk on an HDP Problem.

- (i) A shipper or supplier wishing to contractually pair or to self-pair supplies must provide Transporter with a written proposal for the pairing of its volumes (including but not limited to e-mail or facsimile).
- (ii) Within two (2) Business Days of receipt of a pairing proposal, Transporter will determine and notify shipper or supplier whether the proposal can physically occur on Transporter's system without creating an undue risk of an HDP Problem, provided that such evaluation shall not consider receipts of gas from production area storage facilities upstream of Station 87.
- (iii) If Transporter determines that shipper's or supplier's proposal is physically possible, then Transporter will evaluate whether the commingled stream that would result from the proposal satisfies the Hydrocarbon Dewpoint limitation.

GENERAL TERMS AND CONDITIONS (continued)

- (iv) Once Transporter approves a specific pairing arrangement, such arrangement shall remain in effect until terminated by shipper or supplier, terminated by Transporter due to a material change in Transporter's operations so that the pairing arrangement creates undue risk of an HDP Problem or until Transporter reduces the Hydrocarbon Dewpoint limit on the segment(s) of Transporter's System that include the gas subject to the pairing arrangement. If Transporter reduces a Hydrocarbon Dewpoint limit, it will allow existing pairing arrangements to continue, so long as the parties to such arrangements notify Transporter within one (1) Business Day of adjustment of the affected volumes to meet the newly posted Hydrocarbon Dewpoint limit, and such volume adjustments do not create undue risk of an HDP Problem.
  - (v) To the extent that Transporter determines that the pairing proposal does not meet one or more of the above listed conditions, Transporter will provide shipper or supplier a written denial specifying the basis for the determination.
  - (vi) Transporter shall permit all shippers and suppliers interested in pairing to post relevant data, including contact information, on PASSKEY.
- (d) Transporter shall post on PASSKEY each Receipt Point Hydrocarbon Dewpoint value Transporter calculates, within 24 hours after making the calculations, and the method by which the Hydrocarbon Dewpoint value was calculated.
  - (e) Transporter shall post on PASSKEY each blended Hydrocarbon Dewpoint and blended BTU values Transporter calculates for a line segment of its system within 24 hours of such calculation.
  - (f) HDP Measurement - Transporter shall perform the Hydrocarbon Dewpoint (cricondentherm) calculations for Section 3.1 using the Peng-Robinson equation of state and C6+ assumptions consistent with industry practices. Upon a shipper's request, Transporter shall conduct a C9+ analysis; provided that in no event shall Transporter be required to conduct such C9+ analysis at any one receipt point more frequently than once every twelve months, except if a new source of supply has been added at that point.
- 4. The design and construction of any facilities to be installed by Shipper in order to comply with the quality specifications in Article II Section 3 shall be approved by Transporter prior to such facilities being placed in service, such approval not to be unreasonably withheld.
  - 5. Tests to determine sulphur, hydrogen sulphide, oxygen, carbon dioxide and nitrogen content shall be made by approved standard methods in general use in the gas industry.

GENERAL TERMS AND CONDITIONS (continued)

6. If gas fails to meet the quality specifications set out in Section 3 of this Article II, then Transporter shall have the right to refuse to accept delivery of such gas and in the event Shipper does not correct the quality deficiency within a reasonable period of time, Transporter may terminate the applicable gas service contract as to the deficient gas.

Nothing in this Article II shall prevent Transporter from waiving any quality specifications where the acceptance of non-conforming gas will not, in the reasonable judgment of Transporter, adversely impact Transporter's operations or create an HDP Problem.

7. Notwithstanding the exercise by Transporter of the options in Section 6 above, Shipper shall use its best efforts to correct any quality deficiency in the gas tendered for transportation. Further, notwithstanding Transporter's election under Section 6 above, Shipper shall reimburse Transporter for all expenses incurred in repairing injuries to Transporter's facilities resulting from deliveries of gas which do not conform to the quality specifications set forth in Section 3 of this Article II.
8. Transporter shall have the right to collect from all Shippers delivering gas to Transporter at a common Receipt Point their pro rata share of the cost of any additional gas analysis and quality control equipment which Transporter, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered. With respect to Shippers subject to Rate Schedules contained in Volume No. 1 of Transporter's FERC Gas Tariff, the collection shall be by means of an Incidental Charge.
9. In the event that any separation and dehydration and/or processing required by Transporter is to occur after delivery of transportation gas to Transporter, then such transportation of liquefiable hydrocarbons shall be done pursuant to a PTR Transportation Agreement in the form included in Transporter's FERC Gas Tariff. Transportation and separation of liquid and gas dehydration may be done by separate agreement with Transporter.

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**First Revised Sheet No. 309** First Revised Sheet No. 309 : Effective  
Superseding: Substitute Original Sheet No. 309

GENERAL TERMS AND CONDITIONS (continued)

III. MEASUREMENT AND SCHEDULING OF RECEIPTS AND DELIVERIES

1. Determination of volume: The volume of gas received and delivered by Transporter shall be determined as follows:
  - (a) Unit of Measurement: The service unit of gas scheduled, received, or delivered by Transporter shall be a dekatherm. Daily quantities shall be prorated uniformly over periods of hours for scheduling of service changes during the day.
  - (b) Dekatherms shall be determined by multiplying the Mcf volume by the ratio of the heating value per cubic foot to 1,000.
  - (c) The unit of volume, for the purpose of measurement, shall be defined as one cubic foot (1cf) of gas at a temperature of sixty degrees Fahrenheit (60oF), and at a pressure of thirty-three hundredths pounds per square inch (.33 PSI) above an assumed atmospheric pressure of fourteen and four tenths pounds per square inch (14.4 PSI) resulting in a pressure of fourteen and seventy-three hundredths pounds per square inch (14.73 PSI) absolute pressure. One thousand (1,000) cubic feet shall be denoted as 1 Mcf.
  - (d) The closing of measurement shall be no later than the fifth (5th) business day after the close of the production month.
2. Determination of Total Heating Value: The total heating value of gas received and delivered by Transporter shall be determined as follows:
  - (a) The total heating value of the gas per cubic foot shall be determined by taking the average of the heating values as determined each day by a chromatograph or the chromatographic analysis of a sample of gas, or any other method mutually agreed upon. The average (flow weighted) heating value of the gas per cubic foot (Btu/cf) for a unit of time shall be determined by the total dekatherms divided by the total Mcf volume multiplied by 1000.
  - (b) The temperature of the gas passing through the meters shall be determined continuously by a recording thermometer so installed that it may properly record the temperature of the gas flowing through the meters. Arithmetic averages of the temperature recorded each day shall be used in computing the Mcf of gas.
  - (c) The specific gravity of the gas delivered shall be determined by the use of chromatographic analysis or any other method mutually agreed upon. Determination of the specific gravity and heating value per cubic foot (Btu/cf) shall be determined at approximately the same time or from the same analyzed gas sample.

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- (d) The deviation of the natural gas from Boyle's Law shall be determined by the use of the tables of formulae published by the American Gas Association for Research Project NX-19 corrected for carbon dioxide and nitrogen, or any applicable formulae published by the American Gas Association. The molecular percentage of N<sub>2</sub> and CO<sub>2</sub> shall be determined at approximately the same time or from the same analyzed gas sample used for the determination of the compressibility factors, with corrections for specific gravity, temperature and pressure.
3. Determination of Receipts and Deliveries:
- (a) NAESB Standard 2.3.16 (Version 1.8) states: List of allocation methodology types agreed upon: Ranked, Pro Rata, Percentage, Swing, and Operator Provided Values. NAESB Standard 2.3.17 (Version 1.8) states: The same standard allocation methodologies should be available for use at all points. In addition, NAESB Standard 2.3.18 (Version 1.8) states: The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation. NAESB Standard 2.3.4 (Version 1.8) states: Only one PDA allocation methodology should be applied per allocation period. NAESB Standard 2.3.5 (Version 1.8) states: The upstream or downstream party providing the point confirmation should submit the predetermined allocation to the allocating party after or during confirmation and before start of Gas Day. Further, NAESB Standard 2.3.19 (Version 1.8) states: The transportation service providers should accept NAESB-approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation. In addition, NAESB Standard 2.3.3 (Version 1.8) states: There is no need to submit pre-determined allocations if a transportation service provider has an OBA in effect for a point. In this Section 3, the term "Party" shall include producer, shipper, operator, supply aggregator and market aggregator, and the term "Up/Down Party" shall include any upstream or downstream connected party.
  - (b) Allocation of Receipts - Unless prohibited by applicable law or regulation, the quantities received by Transporter at any receipt point shall be allocated among Parties and services as follows:
    - (1) Transporter shall allocate actual deliveries into its system in accordance with allocation procedures specifically agreed to by Transporter and the operator of a point and/or Up/Down Party(ies) ("UDP") at a point as provided for in the Balancing Agreement(s) (Operational, Pipeline or Aggregator) governing the point.

GENERAL TERMS AND CONDITIONS (continued)

- (2) In the absence of a methodology set forth in Section 3(b)(1):
- (a) The operator at the receipt point shall advise Transporter via PASSKEY, EDI or facsimile prior to the commencement of the Gas Day of an agreeable PDA to be utilized in determining actual receipts among all UDP(s) scheduled to receive service at the point, provided that such PDA must allocate receipts based upon scheduled quantities. Transporter shall confirm receipt of the PDA within fifteen (15) minutes. Confirmation of receipt of PDAs transmitted via EDI shall be Transporter's PDA quick response via EDI. Confirmation of receipt of PDAs transmitted via facsimile shall be the sending party's facsimile transmission report.
  - (b) UDP(s) at the receipt point shall advise Transporter via PASSKEY, EDI or facsimile prior to the commencement of the Gas Day of an agreeable PDA utilized in determining actual receipts among all Shippers scheduled to receive service from that UDP at that point, provided that such PDA must allocate receipts based upon scheduled quantities. Transporter shall confirm receipt of the PDA within fifteen (15) minutes. Confirmation of receipt of PDAs transmitted via EDI shall be Transporter's quick response via EDI. Confirmation of receipt of PDAs transmitted via facsimile shall be sending party's facsimile transmission report.
  - (c) Shipper shall advise Transporter via PASSKEY, EDI or facsimile prior to commencement of the Gas Day of an agreeable PDA to be utilized in determining actual receipts among their service packages and package IDs at that point, provided that such PDA must allocate receipts based upon scheduled quantities. Transporter shall confirm receipt of PDA within fifteen (15) minutes. Confirmation of receipt of PDAs transmitted via EDI shall be Transporter's quick response via EDI. Confirmation of receipt of PDAs transmitted via facsimile shall be the sending party's facsimile transmitted report.

GENERAL TERMS AND CONDITIONS (continued)

- (c) Allocation of Deliveries - Unless prohibited by applicable law or regulation, the quantities delivered by Transporter at any delivery point shall be allocated among Parties and services in accordance with any allocation procedures specifically agreed to by Transporter and an interconnecting pipeline pursuant to a Pipeline Balancing Agreement or agreed to by Transporter and the operator of delivery point(s) pursuant to a Balancing Agreement; provided, however, Transporter will not be required to enter into arrangements with such operators or interconnecting pipelines if they are not creditworthy in accordance with the provisions set forth in Article XXVIII of these General Terms and Conditions.
- (d) Notification of Allocation Methodology - Upon receipt of a request from Party, Transporter will promptly notify Party of the applicable rules governing the allocation of Party's gas at Party's Receipt and Delivery Points.
- (e) Correction of Allocations - NAESB Standard 2.3.26 (Version 1.8) states: The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

4. Scheduling

- (a) Initial Service: Upon execution of a transportation or storage service agreement with Transporter, Shipper shall send its nomination(s) to Transporter via PASSKEY, with all the information requested in the Customer Nomination Form as set forth in this FERC Gas Tariff, no later than 11:30 a.m. CCT on the day prior to the proposed commencement of any transportation or storage service. If PASSKEY is unavailable, Shipper may fax its nomination to Transporter using the Customer Nomination Form. A copy of a completed Customer Nomination Form shall be provided by Shipper to the applicable upstream/downstream connected party(s) at the receipt and delivery points through which Shipper desires to receive service.

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**Sixth Revised Sheet No. 313** Sixth Revised Sheet No. 313 : Effective  
Superseding: Fifth Revised Sheet No. 313

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Transporter shall receive the nomination(s) via PASSKEY or the Customer Nomination Form by fax no later than 11:45 a.m. CCT (12:00 p.m. CCT for an Electronic Data Interchange quick response from Transporter) on the day prior to the proposed commencement of service. No transportation or storage service will commence unless or until (1) Transporter has received the nomination(s) from Shipper, including a specification of the routing of the nominated volumes, and (2) all applicable upstream/downstream connected parties have submitted to Transporter the information required by Rate Schedule LMS-MA, LMS-PA or Pipeline Balancing Agreement as applicable, including a specification of the quantities to flow, and with respect to receipt points governed by Receipt Point Balancing Agreements, a predetermined Allocation Methodology for the allocation of the flows at the Receipt Point. The upstream and/or downstream connected party will provide final, completed confirmation no later than 3:30 p.m. CCT on the day prior to the commencement of the nominated service.

- (b) Change in Service: For purposes of scheduling any change in any transportation or storage service, Shipper will send its nomination(s) via PASSKEY, no later than 11:30 a.m. CCT on the day prior to the requested commencement of the revised service, indicating the changes to be made to the service and the date the revised service is to commence. If PASSKEY is unavailable, Shipper may fax its nomination(s) to Transporter using the Customer Nomination Form. A copy of a completed Customer Nomination Form shall be provided by Shipper to the upstream/downstream connected party at the receipt and delivery points through which Shipper receives service pursuant to procedures established by Shipper and such upstream/downstream connected party. Transporter shall receive the nomination(s) by no later than 11:45 a.m. CCT (12:00 p.m. CCT for an Electronic Data Interchange quick response by Transporter) on the day prior to the requested commencement of the revised service. The upstream and/or downstream connected party at the applicable receipt and delivery points will confirm with Transporter through PASSKEY that Shipper's nominated quantities will be received or delivered. If PASSKEY is unavailable, the upstream/downstream connected party may fax its confirmation to Transporter using the Customer Confirmation Form as set forth in this FERC Gas Tariff. The upstream and/or downstream connected party will provide final, completed confirmation no later than 3:30 p.m. CCT on the day prior to the commencement of the

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**Second Sub Original Sheet No. 313A** Second Sub Original Sheet No. 313A : Effective

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nominated service.

- (c) Scheduling Duration: The scheduled service specified in the Customer Nomination information shall be effective commencing at 9:00 a.m. CCT on the beginning day, and terminating at 9:00 a.m. CCT on the ending day, as specified in the Customer Nomination Form, provided that the requested time period is wholly within the term of the applicable service agreement pursuant to which the nomination is submitted.
- (d) NAESB Standard 1.2.4 (Version 1.8) states: An intra-day nomination is a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of Gas Day and runs through the end of that Gas Day.

NAESB Standard 1.3.2 (Version 1.8) states: All Transportation Service Providers should support the following standard nomination cycles:

- (i) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by the Transporter (including from the Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by shipper and point operator (central clock time on the day prior to flow).
- (ii) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.

- (iii) The Intra-day 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by the Transporter (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and

GENERAL TERMS AND CONDITIONS (continued)

downstream connected parties; 2:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intra-day 1 Nominations should be effective at 5:00 p.m. on gas day.

- (iv) The Intra-day 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intra-day 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intra-day 2 Nomination Cycle.

Transporter shall schedule Intra-day Nomination Changes subject to subsections (f), (g), (h), (i) and (j) below. Upon receipt of the Intra-day Nomination, Transporter agrees to adjust gas flow (1) within sixty minutes of the time that Transporter receives the nomination; (2) schedule the nomination at the next intra-day effective time, or the next hourly scheduling opportunity if the nomination is received after 5:00 p.m. CCT; and (3) adjust the nomination so that the increase and decrease in quantities, as identified in subsection (h) below, are based on the time when the adjustment to gas flow was made by Transporter rather than the effective time when the nomination was scheduled. Adjustment in gas flow under this provision shall mean that a Shipper may increase gas flow by a volume up to 1/24 of their contractual Maximum Daily Quantity multiplied by the number of hours remaining in the day, or decrease gas flow down to a volume equal to 1/24 of the Shipper's scheduled volumes multiplied by the number of hours of gas flow for that day. Any adjustment in gas flow under this provision is subject to subsections (f), (g), (h), (i), and (j) below, as well as the mutual agreement of Transporter, Shipper and the upstream/downstream connected parties in advance of the adjusted gas flow.

- (e) Hourly Nomination Changes: A Shipper under Rate Schedule FT-A, FT-G, FT-GS, FT-BH, FT-IL, IT, LMS-MA, LMS-PA, PTR, IT-X, IS, SA, PAT or TTT or a storage customer under any firm storage rate schedule may change its nomination sixty minutes in advance to be effective on any hour of the day between 10:00 p.m. and 8:00 a.m. by making a nomination in PASSKEY. For Electronic Data Interchange, Transporter shall receive such nominations no later than forty-five minutes in advance of the effective time.

Upon receipt of nomination, Transporter agrees to adjust gas flow in advance of the next hourly effective time subject to subsections (f), (g), (h), (i) and (j) below, provided that Transporter, Shipper and the upstream/downstream connected parties mutually agree in advance to the adjusted gas flow.

NAESB Standard 1.3.4 (Version 1.8) states: All parties should support a seven-days-a-week, twenty-four-hours-a-day nominations process. It is recognized that the success of seven days a week, twenty-four hours a day nominations process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites but should be available by telephone or beeper.

Hourly Nomination Changes requested between the hours of 10:00 p.m. and 8:00 a.m. CCT must be nominated and confirmed by all affected parties via telephone to Transporter's Gas Control Center as well as through PASSKEY. Transporter shall schedule Hourly Nomination Changes subject to the restrictions set forth in Sections (f), (g), and (h) hereof.

GENERAL TERMS AND CONDITIONS (continued)

- (f) Bump Protection for Firm Primary and Secondary Services: With the exception of an Intra-day Nomination Change received from a firm storage customer at the Intra-day 1 Nomination Cycle, Transporter shall not schedule an Intra-day Nomination Change or an Hourly Nomination Change, if the result of scheduling such nomination would be to bump flowing and/or scheduled transportation under any firm primary or secondary service. With regards to an Intra-day Nomination Change received from a firm storage customer at the Intra-day 1 Nomination Cycle, Transporter shall not schedule such Intra-day Nomination Change if the result of scheduling such nomination would be to bump flowing and/or scheduled transportation under any firm primary service. Transporter shall give such Intra-day Nomination Change priority over nominated and scheduled volumes for shippers flowing volumes with a priority below primary. Protected firm services do not include Authorized Overrun service or Extended Receipt/Delivery Service.
- (g) Bump Protection for Other Services: Transporter shall give an intra-day nomination submitted by a firm shipper priority over nominated and scheduled volumes for shippers flowing volumes with a priority below that in Article III, Section 5(c). Transporter shall provide bump notice to bumped shippers by 2:00 p.m. as to intra-day nominations submitted at the Intra-day 1 Nomination Cycle and by 10:00 p.m. as to intra-day nominations submitted at the Evening Nomination Cycle. Transporter shall provide bump notice to the bumped shippers by the notice procedures set forth in Article VIII, Section 2.3 of the General Terms and Conditions. Transporter will not permit bumping of intra-day nominations submitted at the Intra-day 2 Nomination Cycle.
- (h) All nominations, including intra-day and hourly nominations, shall be stated in terms of a daily transportation quantity; provided, however, that Transporter shall not be required to schedule any such nomination where the nominated quantity exceeds the maximum daily quantity permitted under the service agreement pursuant to which service is requested or which would require Transporter to provide an unreasonably excessive change in the hourly flow rate contrary to Article III, Section 1(a); provided further that Transporter shall not be required to schedule any intra-day or hourly nomination for a quantity that is less than the quantity of gas that has been scheduled to flow on such day prior to the effective time of such intra-day or hourly nomination; and provided further that the last intra-day or hourly nomination received with respect to a day shall be deemed to be the valid nomination for such day and shall supersede any previous nomination for such day. An intra-day or hourly nomination shall terminate at the end of the day for which it was submitted and the nomination in effect prior to the submission of any intra-day or hourly nomination for such day shall continue in effect for the time period stated in the nomination.

GENERAL TERMS AND CONDITIONS (continued)

- (i) Any nomination, including intra-day and hourly nominations, received by Transporter after the nomination deadlines provided in subsections 4(a), (b), (d) and (e) above shall be scheduled by Transporter provided that i) Transporter and all affected parties mutually agree to schedule the late nomination and ii) the scheduling of such late nomination does not bump a nomination received prior to the nomination deadlines referenced above.
- (j) A Shipper under rate schedule FT-A, FT-G or NET 284 may nominate segments between a Primary Receipt and Primary Delivery Point or between two points in a zone for which Shipper is paying demand charges under its transportation agreement, provided that for Shippers with Primary Receipt and Primary Delivery Points solely on an Incremental Lateral as defined in Article XVIII, Section 2 of the General Terms and Conditions, such Shippers may nominate a segment only on the Incremental Lateral and Shippers without Primary Receipt and Primary Delivery Points on the Incremental Lateral shall not nominate any segment containing points on the Incremental Lateral. Notwithstanding the foregoing, a Shipper under Rate Schedule FT-A may nominate a segment containing a point on an Incremental Lateral in accordance with Sections 4.8 and 4.9 of Rate Schedule FT-A. Shipper may overlap nominations on Transporter's system provided that these overlaps do not exceed capacity entitlements in any segment (or portion) of Transporter's system. Shipper may exceed capacity entitlements at a point provided that any resulting overlap of contract quantities at a point consists only of a forwardhaul(s) up to capacity entitlement and a backhaul(s) up to capacity entitlement to the same point.
- (k) Notwithstanding any other provision of this Section 4, Transporter shall have the right to refuse any nomination change hereunder in the event that, in Transporter's sole discretion, scheduling such nomination change threatens the operational integrity of Transporter's system.

*Effective Date: 11/02/1998 Status: Effective*

*FERC Docket: RP99- 58-000*

**First Revised Sheet No. 314D** First Revised Sheet No. 314D : Effective  
Superseding: Original Sheet No. 314D

Sheet No. 314D is reserved for future use.

GENERAL TERMS AND CONDITIONS (continued)

- (l) Notification of Scheduling - The upstream and/or downstream connected party at the applicable receipt and delivery points will confirm with Transporter through PASSKEY that Shipper's nominated quantities will be received or delivered. Nominations other than intra-day or hourly nominations must be confirmed by the upstream and/or downstream connected party in accordance with subsections (a) and (b) of this Section 4. Intra-day and Hourly nominations must be confirmed by the upstream and/or downstream connected party in accordance with subsections (d) through (i) of this Section 4. Shipper and applicable upstream and/or downstream connected party will receive notice from Transporter no later than 4:30 p.m. CCT on the day prior to the commencement of the nominated service via PASSKEY of scheduled quantities, any nomination made by Shipper that is not scheduled for delivery, or if any scheduled nomination is amended or changed by Transporter. Transporter shall also make available at the end of the day information on scheduled quantities, any intra-day or hourly nomination made by Shipper that is not scheduled for delivery, or if any scheduled nomination is amended or changed by Transporter.
- (m) Routing of Gas - Scheduling and billing for transportation services will be determined by the information that Shipper provides Transporter specifying the daily point-to-point routing of its receipts and deliveries; provided, however, that unless the parties mutually agree otherwise the routing for months prior to September 1, 1992 will be based upon the route reflected on the last invoice for such months. If actual deliveries are greater than actual receipts, excess deliveries will be deemed to have been received from Zone 1 for purpose of the billing for such excess deliveries; provided further that for months prior to September 1, 1992, the rate for excess deliveries will be based upon the rate reflected on the last invoice for such months. At points where Transporter does not measure the quantities delivered, Shipper shall provide, or cause its supplier or other designee to provide, Transporter each month a meter statement or reading indicating the quantities delivered at the point by the fourth working day after each month of service. These statements shall be provided to:

Tennessee Gas Pipeline Company  
1001 Louisiana Street  
Houston, Texas 77002  
Attention: Gas Measurement Department

At Receipt Points where the gas is processed downstream, Shipper shall provide, or cause the operator of the processing plant to provide, a monthly plant allocation statement reflecting the actual plant thermal reductions from those Receipt Points within 15 days after each month of service.

NAESB Standard 2.3.26 (Version 1.8) states: The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

GENERAL TERMS AND CONDITIONS (continued)

These allocation statements shall be provided to:

Tennessee Gas Pipeline Company  
1001 Louisiana Street  
Houston, Texas 77002  
Attention: Gas Accounting Department

5. Scheduling Priorities: Transporter shall schedule receipts and deliveries of gas in the following priority categories specified below (listed in highest to lowest priority order), such that any curtailments will result in allocations of available capacity to higher priority services before lower priority services.

NAESB Standard 1.3.23 (Version 1.8) states: Ranking should be included in the list of data elements. Transportation service providers should use service requestor provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules. Therefore, unless otherwise specified, scheduling priority within a category shall be pro rata or in accordance with the supply/market rankings provided pursuant to a Shipper's Customer Nomination Form.

For allocation of firm services on the mainline system:

- (a) Firm transportation and storage services utilizing Primary Receipt Points and Primary Delivery Points, to the extent that nominations to such points are not in excess of the TQ under Shipper's Transportation Agreement, provided that for purposes of this subsection a Shipper's nomination through a segment that Shipper released is outside Shipper's capacity path;
- (b) Firm transportation and storage services utilizing a Secondary Receipt and/or a Secondary Delivery Point except if there is limited capacity, in which case a Secondary Receipt and/or a Secondary Delivery Point where there is limited firm capacity being allocated within the segment of the Shipper's capacity path covered by the nomination, to the extent that nominations to or from such point(s) in this Subsection (b) are in the same direction as the capacity path on Shipper's Transportation Agreement and are not in excess of the TQ under Shipper's Transportation Agreement;
- (c) Any other firm transportation and storage services utilization not described in Subsection (b) above, including utilizing a Secondary Receipt Point or Secondary Delivery Point outside of the Shipper's capacity path where there is limited capacity being allocated outside of the Shipper's capacity, to the extent that nominations to or from such point(s) in this Subsection (c) are not in excess of the TQ under Shipper's Transportation Agreement.

For allocation of firm services at a receipt or delivery point:

- (a) Firm transportation or storage services utilizing a Primary Receipt or Delivery Point, to the extent that nominations at such point are not in excess of the TQ under Shipper's Transportation Agreement;
- (b) Firm transportation or storage services utilizing a Secondary Receipt or Delivery Point that is within Shipper's capacity path, to the extent that nominations at such point are not in excess of the TQ under Shipper's Transportation Agreement;

GENERAL TERMS AND CONDITIONS (continued)

- (c) Firm transportation or storage services utilizing a Secondary Receipt or Delivery Point that is outside of Shipper's capacity path, to the extent that nominations at such point are not in excess of the TQ under Shipper's Transportation Agreement;
- (d) Extended Deliveries and Extended Receipts under Rate Schedule FT-A; and Rate Schedule NET-284; according to the rates applicable to the route for which quantities are scheduled under a firm transportation, such that Shippers who pay higher rates are curtailed after those who pay lower rates;
- (e) Mid-month make up quantities to correct Daily Variances or imbalances under balancing and transportation agreements;
- (f) Service under Rate Schedule PAT according to the rates applicable to the route (or service point) for which quantities are scheduled under a PAT service agreement, such that Shippers who pay higher rates are curtailed after those who pay lower rates;

GENERAL TERMS AND CONDITIONS (continued)

- (h) Authorized Overrun quantities under firm storage services in excess of Shipper's MDIQ, but below Shipper's MDWQ, according to the rates applicable to the service point for which quantities are scheduled under the applicable firm storage agreement(s), such that Shippers who pay higher rates are curtailed after those who pay lower rates;
- (i) Authorized Overrun quantities under firm storage and firm transportation services in excess of Shipper's MDQ according to the rates applicable to the route (or service point) for which quantities are scheduled under the applicable firm storage or firm transportation agreement(s), such that Shippers who pay higher rates are curtailed after those who pay lower rates;
- (j) Interruptible transportation and interruptible storage quantities according to the rates applicable to the route (or service point) for which quantities are scheduled under an interruptible transportation or storage service agreement, such that Shippers who pay higher rates are curtailed after those who pay lower rates;
- (k) Service under Rate Schedule IT-X according to the rates applicable to the route (or service point) for which service is scheduled under an IT-X service agreement, such that Shippers who pay higher rates are curtailed after those who pay lower rates; and
- (l) Service under Rate Schedule PAL according to whether the Shipper elects the Daily Rate or Term Rate PAL services, with the higher priority given to the Term Rate PAL Agreements such that Term Rate PAL Agreements are curtailed after all Daily Rate PAL Agreements have been curtailed. Term Rate PAL services according to the applicable rates, such that Shippers who pay higher rates are curtailed after those who pay lower rates. Daily Rate PAL services according to the rates applicable to the Point of Transaction for which quantities are scheduled under a Daily Rate PAL Service Agreement, such that Shippers who pay higher rates are curtailed after those who pay lower rates. PAL Agreements will be curtailed on a pro rata basis among Shippers paying the same rates for PAL services.

PTR Transportation Agreements with suppliers which provide for the transportation of PTR quantities shall be accorded the same priority for purposes of this Section 5 as the Transportation Agreement which provides the transportation of gas that is commingled with such PTR quantities.

For purposes of applying the above priorities, any shipper paying a rate above the maximum applicable rate for the shipper's service shall be deemed to be paying the maximum applicable rate.

- 6. Allocation of Limited Capacity: If, on any day, Transporter determines that the capacity of its system, or any portion thereof, including the points at which gas is tendered for transportation, is insufficient to serve all service requirements which are otherwise scheduled to receive service on such day, then any capacity which requires allocation shall be allocated in a manner which results in curtailment of capacity, to zero if necessary, and then sequentially in reverse order to the scheduling provided for in Section 5 of this Article III. If capacity must be allocated within the services included in (a), (b), (c), (d), and (f) of Section 5, Transporter's firm storage and firm transportation customers will be curtailed on a pro rata basis based upon the quantities of gas scheduled by such customers and/or in accordance with the supply/market rankings provided pursuant to Shipper's Customer Nomination Form. If capacity must be allocated

GENERAL TERMS AND CONDITIONS (continued)

within the services included in Section 5(d), (f), (g), (h), (i), (j), or (k) of this Article III, Transporter's customers will be curtailed according to the price ranking used for scheduling, such that Shippers who pay higher rates are curtailed after those who pay lower rates; provided that customers with Term Rate PAL Agreements will receive priority over customers with Daily Rate PAL Agreements; and in the event more than one Shipper is paying a given price, then the service interruption for those Shippers will be allocated pro rata based on each Shipper's share of scheduled nominations for that Service Point and/or in accordance with the supply/market rankings provided pursuant to Shipper's Customer Nomination Form. For purposes of the foregoing sentence, any shipper paying a rate above the maximum applicable rate for the shipper's service shall be deemed to be paying the maximum applicable rate. The scheduled quantities for each customer shall be adjusted to amounts determined by this capacity allocation until the next nominations are received by Transporter.

7. SUPPLY DEFICIENCIES

If Transporter experiences a supply shortfall due to the underdelivery of supplies to Transporter's pipeline, then (a) if the deficient source is known, Transporter will curtail the corresponding FT/IT market; or (b) if the deficient sources are indeterminable, then Transporter will localize the smallest affected area and, at the corresponding delivery point, will curtail interruptible service first in reverse scheduling order and then firm services will be curtailed pro rata. Provided that Transporter has sufficient capacity to accommodate such supplies, verifiable receipt point volumes will not be subject to supply short fall curtailment. To the extent that information concerning the deficient source is, or becomes available, Transporter will provide such information to all curtailed Shippers.

8. SHIPPER SCHEDULING AND IMBALANCES

8.1 Shipper Duty to Control Imbalances - A Shipper receiving any transportation or storage service from Transporter will use, or will cause any party receiving or delivering Shipper's gas to use, all reasonable efforts to ensure that receipts and deliveries of gas are equal to the quantities scheduled by Transporter. A Shipper receiving service from Transporter at receipt and/or delivery points not covered by a Balancing Agreement shall also be subject to Daily Variance charges and monthly balancing penalties contained in Rate Schedule LMS-MA and/or Rate Schedule LMS-PA, as applicable.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Ninth Revised Sheet No. 319** Ninth Revised Sheet No. 319 : Effective  
Superseding: Seventh Revised Sheet No. 319

GENERAL TERMS AND CONDITIONS (continued)

- 8.2      Unscheduled flow - Unscheduled flow is gas flow at receipt point(s) where a nomination has not been made or where no nomination has been scheduled by Transporter, as provided in Section 4 of this Article III. Transporter shall notify the party responsible for unscheduled flow. A responsible party is defined as the point operator for receipt point(s) not covered by a Balancing Agreement. The responsible party shall take corrective action by making a nomination on PASSKEY for the unscheduled flow by the day following receipt of notice from Transporter in accordance with Transporter's nomination deadlines for flow on the next gas day. If upon notification by Transporter, the responsible party fails to take corrective action within the prescribed time frame, the responsible party will be deemed to have executed a fifteen (15) day Park and Loan Agreement pursuant to Rate Schedule PAL and any unscheduled flow and uncorrected volumes will be assigned to that PAL Agreement and subject to all applicable charges and penalties under Rate Schedule PAL.

*Effective Date: 10/01/2003 Status: Effective*

*FERC Docket: RP00-477-005*

**Eighth Revised Sheet No. 319A** Eighth Revised Sheet No. 319A : Effective  
Superseding: Sixth Revised Sheet No. 319A

GENERAL TERMS AND CONDITIONS (continued)

- 8.3 Balancing at Contract Termination - Following the termination of the Transportation Contract, Shipper shall be required to correct any remaining imbalance in receipts and deliveries in cash in accordance with the procedures established in the applicable LMS Rate Schedule, unless the parties mutually agree otherwise.

*Effective Date: 08/01/1995 Status: Effective*

*FERC Docket: RP95- 88-004*

**Fourth Revised Sheet No. 319B** Fourth Revised Sheet No. 319B : Effective  
Superseding: Original Sheet No. 319B

Reserved for Future Use

*Effective Date: 08/01/1995 Status: Effective*

*FERC Docket: RP95- 88-004*

**Third Revised Sheet No. 319C** Third Revised Sheet No. 319C : Effective  
Superseding: Original Sheet No. 319C

Reserved for Future Use

GENERAL TERMS AND CONDITIONS (continued)

- 8.4 PTR Imbalances - Transporter will provide estimates of the Plant Thermal reduction (PTR) quantities associated with receipts at receipt points on its system. Estimated PTR quantities will be adjusted to actual as soon as available. The difference between estimated and actual PTR quantities will be cashed out at the 0-5% tolerance level, as specified for the applicable receipt point(s) in Transporter's LMS-PA Rate Schedule. To the extent that Transporter's estimated PTR quantities result in Shipper incurring imbalances related to other components of the gas stream, such imbalances will also be cashed out at the 0-5% tolerance level as set forth in the LMS-PA Rate Schedule. In the event Shipper has PTR extracted for its account and has failed to nominate PTR transportation, then all unnominated PTR quantities will be cashed out at the 10-15% tolerance level, as specified for the applicable receipt point(s) in Transporter's LMS-PA Rate Schedule.
9. Reserved for Future Use
10. Availability of Capacity for Firm Services
- 10.1 Availability of Capacity for Conversion Transportation - Upon the effective date of the Compliance Filing in Docket No. RS92-23, capacity in Transporter's pipeline system will be made available to Shippers which convert from firm sales to firm transportation in accordance with the following:
- (a) Market Area Capacity - A Shipper converting under Rate Schedules FT-A shall be provided access to mainline capacity downstream of Station 87 (or upstream of that point where appropriate for Shippers located upstream of Station 87) in an amount equal to the amount the Shipper has converted from firm sales to firm transportation under Rate Schedule FT-A. A shipper converting under Rate Schedules FT-G or FT-GS shall be provided access to mainline capacity in an amount equal to its average day entitlement. The remainder of the FT-G or FT-GS Shipper's MDQ shall be converted to firm transportation from storage to the city gate.
  - (b) Supply Area Capacity - A Shipper converting under Rate Schedules FT-A, FT-GS or FT-G shall be provided access to mainline capacity upstream of Station 87 in an amount equal to the amount of capacity that it is entitled to as general mainline capacity downstream of Station 87 under Subsection (a). The Shipper shall be provided a percentage of this total amount on each of

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FERC Docket: RP02- 17-000

**Fifth Revised Sheet No. 321** Fifth Revised Sheet No. 321 : Effective

Superseding: Fourth Revised Sheet No. 321

GENERAL TERMS AND CONDITIONS (continued)

Transporter's supply legs in the following percentages: 100-line -- 35%;  
800-line -- 21% and 500-line -- 44%.

Shippers may trade their entitlements to supply leg capacity (and Primary Receipt Points) on such supply legs to any other party. If trades are consummated, then the appropriate contract adjustments will be executed and the traded capacity shall be deemed to be part of the recipient Shipper's transportation quantity for all purposes including associated rights of agency and capacity release. If requested by a Shipper, Transporter will help facilitate a transfer of supply leg and receipt point entitlements which the Shipper desires to transfer.

10.2 Election of Primary Receipt Points/Allocation of Receipt Point Capacity

- (a) Primary Receipt Points -- Subject to a determination that capacity is available, Shippers under Rate Schedules FT-A, FT-G, FT-GS, FT-BH, and FT-IL can designate any number of receipt points on Transporter's system in accordance with the provisions of the individual rate schedules, including storage service points, as Primary Receipt Points. The sum of the capacity at all of the Primary Receipt Points cannot exceed the maximum transportation quantity under Shipper's Transportation Service Agreement. Subject to a determination that capacity is available, a Shipper may elect to change to other primary receipt points through prior notice to Transporter effected through PASSKEY. All such elections will be reflected in an amended Transportation Service Agreement and shall be effective at the commencement of the revised service. Transporter shall not be obligated to reduce a Shipper's reservation charge to effectuate a change in receipt points. If requests for capacity at a primary

GENERAL TERMS AND CONDITIONS (continued)

receipt point are in excess of the capacity available at that point, the capacity will be allocated on a pro rata basis, in proportion to the Shippers' requests; provided that any capacity previously reserved at that point will not be effected.

- (b) Election of Primary Receipt Points -- No later than 130 days after the date of Transporter's initial compliance filing in Docket No. RS92-23, Shippers converting from Rate Schedules CD, GS or G to Rate Schedule FT-A shall submit to Transporter the Primary Receipt Points desired for their conversions. No later than 30 days after receipt of these elections, Transporter shall inform such Shippers as to which primary point reservations have been accepted in full, which have been accepted pro rata, and which have been rejected due to lack of capacity. Transporter will afford Shippers an opportunity to revise elections for Primary Receipt Points which cannot be granted due to lack of capacity at such point(s). This process shall be reiterated as necessary for Shippers to achieve acceptable Primary Receipt Point capacity to the extent of their conversions. Provided, however, that any election of Primary Receipt Point capacity hereunder will in no manner effect previous reservations of such capacity by Shippers on Transporter's system.

- 10.3 Availability of Storage Capacity - Upon the effective date of the Compliance Filing in Docket No. RS92-23, available storage capacity on Transporter's pipeline system will be made available to Shipper's which convert from firm sales to firm transportation in accordance with the allocations and procedures established in that Docket.

Storage capacity will be made available directly to each such converting Shipper or, at each Shipper's direction, to a designated supplier, or the customers of an interstate pipeline shipper (or such customers' designated suppliers). To the extent that available storage service is not elected by a newly converting Shipper, the capacity will be offered first to other converting shippers and second to all firm transportation Shippers pro rata based upon the Shippers' MDQs.

GENERAL TERMS AND CONDITIONS (continued)

10.4 Right-of-First Refusal and Extension of Long Term Firm Service Agreements -

10.4.1 Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement, this Article III, Section 10.4 shall apply only to long term firm service agreements at the applicable maximum rate or to long term firm service agreements entered into prior to March 27, 2000 (qualifying agreement(s)). A Shipper holding a qualifying agreement may exercise a right-of-first refusal in accordance with, and subject to, the procedures and limitations set forth below; provided, however, that if the qualifying agreement is at a negotiated or less than maximum rate, such agreement must be extended at the applicable maximum rate for a term of one year or more in order to retain a right-of-first refusal beyond the extended term. Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement, a right-of-first refusal does not apply to negotiated rate arrangements, to firm service agreements at less than the applicable maximum rate, to firm service agreements with a term of less than one year or to a geographic portion of the transportation service.

10.4.2 Except as provided in Section 10.4(e) and Section 10.5 below and except as provided in Section 8 of Rate Schedule FT-BH, the following procedure shall govern extensions of qualifying agreements:

Transporter shall provide notice to a Shipper receiving service from Transporter pursuant to Part 284 of the Commission's regulations under a qualifying agreement thirteen (13) months prior to the expiration of the Agreement's primary term. Unless Shipper then elects upon one year's prior written notice to Transporter to terminate the Agreement or to request a lesser extension term, the Agreement will automatically extend upon the expiration of the primary term for a term of five years. Thereafter the Agreement shall repeatedly extend for successive five year terms unless Shipper provides notice as described above in advance of the expiration of a succeeding term. If a Shipper elects to extend a qualifying agreement, or any portion of its contract quantity thereunder, for less than the automatic extension period provided therein as described above, then Transporter, at its option and in a manner which is not unduly discriminatory, shall either accept Shipper's requested extension period or shall require Shipper to exercise its right-of-first refusal by making the capacity under such agreement available in accordance with the following procedures:

- (a) Transporter shall post the capacity for bidding on PASSKEY no later than 180 days prior to the expiration of the current service agreement. Transporter shall provide 30 days prior written notice to Shipper of the date the capacity will be posted. The capacity will remain posted on PASSKEY for a minimum of 20 days with such posting containing the following information with respect to the capacity:
- (1) daily and other applicable quantity limitations of capacity available;
  - (2) receipt and delivery points;
  - (3) maximum reservation charge as set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff;
  - (4) any applicable restrictions; and
  - (5) the last day of the Bidding Period, which will terminate no later than 45 days prior to the termination date of the original service agreement.

GENERAL TERMS AND CONDITIONS (continued)

- (b) Upon conclusion of the Bidding Period, Transporter shall evaluate the bids in accord with the present value formula set forth in Sections 11.6(b) and 12.6(b) for the evaluation of bids under Transporter's capacity release mechanisms; provided that any bid rate higher than the maximum applicable rate shall be deemed to be a bid equal to the maximum applicable rate. For Bidders proposing a reservation rate or other form of revenue guarantee which exceeds the maximum applicable reservation rate during all or any portion of the term proposed by the Bidder, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the maximum applicable reservation rate shall be in effect during the full term proposed by the Bidder, in place of the reservation rate(s) or other revenue guarantee(s) proposed by the Bidder.
  - (c) Within 5 days of the close of the Bidding Period, Transporter shall notify Shipper of the bid having the highest present value to Transporter ("Highest Bid"). Shipper shall have 25 days after receiving notice to notify Transporter as to whether it will match the Highest Bid. If the Shipper elects to match the Highest Bid it must execute a new service agreement which contains the terms of that Bid, which new agreement shall succeed the prior agreement following its expiration without extension; provided however, that Shipper shall not be required to pay any rate higher than the maximum applicable rate.
  - (d) If Transporter receives no acceptable bids on the capacity, then Shipper may continue to receive service at the maximum rate for the term elected by the shipper or such other rate and/or term as agreed to by Transporter. A Shipper who continues service under such basis shall retain its right of first refusal only if the resulting agreement is a long term firm service agreement.
  - (e) Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement(s), a Shipper who has entered into a limited-term firm service agreement(s) pursuant to Article XXVIII, Section 5.8 of these General Terms and Conditions, or a Shipper who has entered into a limited-term firm service agreement(s) pursuant to Article XXVIII, Section 5.11 of these General Terms and Conditions, or a Shipper who has entered into a long term firm service agreement utilizing capacity obtained pursuant to Article XIX of these General Terms and Conditions, may not elect to extend such agreement pursuant to the provisions of this Article III, Section 10.4 beyond the in-service date of the expansion project(s) pursuant to Article XXVIII, Section 5.8, or beyond the commencement date of the future service agreement pursuant to Article XXVIII, Section 5.11, or beyond the term of the off-system capacity contracted for pursuant to Article XIX, as applicable.
- 10.4.3 Prior to the expiration of the term of an Agreement(s), Transporter and Shipper may mutually agree to renegotiate the terms of such agreement(s) in exchange for Shipper's agreement to extend the use of at least part of its existing service under a restructured Agreement(s). Such restructured agreement(s) shall be negotiated on a case-by case basis in a not unduly discriminatory manner. If an Agreement has a regulatory right-of-first refusal, the agreement to extend must be reached prior to Transporter's posting the capacity for bidding pursuant to Section 10.4.2(a) of these General Terms and Conditions. To the extent that Transporter and Shipper have mutually agreed to such an arrangement, the requirements of Article III, Section 10.4.2 or Article XXVIII, Section 5 of these General Terms and Conditions shall not apply.

GENERAL TERMS AND CONDITIONS (continued)

10.5 Extension of Long Term Service Agreements Pursuant to the 1997 Stipulation and Agreement in Docket No. RP93-151, et al. ("Restructuring Cost Settlement") -

Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement(s), the following procedure shall govern the extension of long term service agreements for Shippers receiving firm service from Transporter pursuant to Part 284 of the Commission's regulations as of October 23, 1996, and whose long term service agreements are listed in Appendix F of the Restructuring Cost Settlement ("Appendix F Agreement"):

- (a) Upon written notice given no later than twelve months before expiration of the current term of its Appendix F Agreement(s) in effect as of October 23, 1996, Shipper may elect to either terminate the Agreement or to extend the term of the Agreement. If Shipper elects to extend the Appendix F Agreement, Shipper may elect a term of less than or equal to five years ("Primary Extended Term") and for any Transportation Quantity thereunder, up to the maximum daily quantity specified in Exhibit A to the Appendix F Agreement at the time of Shipper's election of the Primary Extended Term.
- (b) Upon written notice given no later than twelve months before expiration of the Primary Extended Term of its Appendix F Agreement(s), Shipper may elect to either terminate the Agreement or to extend the term of the Agreement. If Shipper elects to extend the Appendix F Agreement, Shipper may elect a term of less than or equal to five years ("Secondary Extended Term") and for any Transportation Quantity thereunder, up to the maximum daily quantity specified in Exhibit A to the Appendix F Agreement at the time of Shipper's election of the Secondary Extended Term.
- (c) Upon written notice given no later than twelve months before expiration of the Secondary Extended Term of its Appendix F Agreement(s), Shipper may elect to either terminate the Agreement or extend the term of the Agreement. If Shipper elects to extend the Appendix F Agreement, the extension shall be governed by the procedures set forth in Section 10.4 of this Article III, subject to Section 10.5 (d) and (e) below.
- (d) An extension of an Appendix F Agreement(s) pursuant to either Section 10.5(a) or 10.5(b) above shall be at the applicable maximum rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided that such rates will be subject to the Rate Cap set forth in Article VIII of the Restructuring Cost Settlement during the period that such Rate Cap is in effect.
- (e) Notwithstanding any provision to the contrary, any bid rate submitted pursuant to Section 10.4(a) and (b) that is higher than the Rate Cap set forth in Article VIII of the Restructuring Cost Settlement shall be deemed to be a bid rate equal to the Rate Cap during the period that such Rate Cap is in effect; and
- (f) Notwithstanding anything to the contrary, a Shipper who continues service pursuant to Section 10.4(d) shall retain its right of first refusal for extensions through the Primary and Secondary Extended Terms of the Appendix F Agreement(s).

- 11. Releases or Assignments of Firm Transportation Services - A Shipper (herein referred to as "Releasing Shipper") under Rate Schedules FT-A, FT-G, FT-BH or FT-IL may notify Transporter that Releasing Shipper desires to be relieved of all or a portion of its maximum daily quantity as set forth in its then effective Transportation Service Agreement. A release for the entire remaining term of the Releasing Shipper's service agreement shall effect a permanent assignment. In the event of a permanent assignment, the assignee ("Replacement Shipper") shall receive all contractual rights and obligations associated with the released capacity, including any rights of extension or first refusal associated with the assigned capacity.

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11.1 Releasing Shipper's Request for Assignment

A Releasing Shipper that desires to release its rights to service on a basis which does not qualify for an exemption from prior posting pursuant to Section 11.3, may post directly on PASSKEY a Release Request containing the information set forth below. If Releasing Shipper desires to establish a minimum rate for acceptable bids, then Releasing Shipper shall either include such minimum rate in its Release Request or include in its Release Request a statement that the minimum rate has been provided to Transporter. If Releasing Shipper elects to provide the minimum rate solely to Transporter, then Transporter shall not reveal such rate until after the awarding of the subject capacity and the execution of a service agreement between Transporter and Replacement Shipper. At such time Transporter will post the minimum rate under the release on PASSKEY.

- a) Releasing Shipper's name and Transportation Service Agreement number;
- b) the Transportation Quantity to be released (including any minimum acceptable level);
- c) the proposed commencement date and term of the release (including any minimum acceptable term);
- d) the primary receipt points and primary delivery points for the released service and the amount of the firm capacity to be released at each such point (the total receipt point capacity released shall equal the total delivery point capacity released, which shall equal the Transportation Quantity released);
- e) the reservation and/or usage rate(s) and all other applicable rate(s), charges and surcharges for the released service; provided, however, the rate(s) charged for a release of capacity for more than one (1) year may not exceed the applicable maximum rate(s);
- f) whether the transportation rights are to be subject to recall or reput in accord with Section 11.11(g), and if so, the specific conditions for recall or reput of the capacity;
- g) whether contingent bids will be accepted for evaluation and, if so, whether the contingency can extend beyond the Bidding Period; if the contingency may extend beyond the Bidding Period, whether, and for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity;
- h) whether the release is contingent on Releasing Shipper's ability to release associated capacity on another pipeline and, if so, all conditions associated with such contingency;

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- i) whether bids based on a volumetric rate will be accepted and any special conditions associated with release on a volumetric basis including any minimum volumetric commitment, expressed as a quantity or as a percentage;
- j) any objective, non-discriminatory bid evaluation method (including a tie-breaking methodology) which Releasing Shipper desires to utilize to determine the award of released transportation rights;
- k) whether the Releasing Shipper has made prior arrangements with a person to release to such person such transportation rights ("Prearranged Bidder"). In such event, the Releasing Shipper additionally shall submit:
  - i) the identity of the Prearranged Bidder;
  - ii) the term, TQ and reservation and/or usage rates and all other applicable rates, charges and surcharges to which the Prearranged Bidder has agreed;
  - iii) a statement that the Prearranged Bidder has agreed unconditionally to accept the transportation rights on the terms prescribed in the Release Request; and
  - iv) evidence that the Prearranged Bidder meets the creditworthiness requirement of Section 11.5(a), unless the Releasing Shipper requests Transporter to waive the application of such requirement for the Prearranged Bidder and for other Bidders on a non-discriminatory basis and provides Transporter with adequate assurances in accordance with Article XXVIII, Section 4.5 of the General Terms and Conditions for all financial obligations of the Replacement Shipper under its Released Transportation Service Agreement prior to commencement of service to the Replacement Shipper;

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- 1) any other objective and non-discriminatory conditions of the release including (i) whether Releasing Shipper will require Replacement Shipper to indemnify Releasing Shipper in connection with the release, and if so, the terms of the indemnification; (ii) agency agreement requirements; (iii) limitations on changing primary delivery points; (iv) limitations on reassignments or the preclusion of reassignments without notice to and/or consent of the Releasing Shipper; or (v) if the Releasing Shipper requests a posting time, Transporter shall support such a request insofar as it comports to the standard timeline set forth in Section 11.7 of this Article.

11.2 Replacement Shipper's Request for Assignment

A Shipper that desires to acquire rights to certain transportation service may post on PASSKEY in accord with Section 11.5(b), a Replacement Shipper Request which shall contain the following information:

- (a) Replacement Shipper's name;
- (b) the Transportation Quantity desired;
- (c) the desired commencement date and term of the transportation service;
- (d) the desired receipt and delivery point capacity for the transportation service;
- (e) the maximum rate(s) which Replacement Shipper will pay for the transportation service; provided, however, the rate(s) paid for a release of capacity for more than one (1) year may not exceed the applicable maximum rate(s); and
- (f) whether Replacement Shipper is willing to acquire capacity rights subject to recall by the Releasing Shipper.

11.3 Releases Permitted without Prior Posting and Bidding Requirements

A Releasing Shipper may release some or all of its transportation rights without the posting and bidding requirements described in Section 11.1 if its proposed release qualifies under this Section 11.3:

- (a) Short-Term Release: The release is for any period of 31 days or less provided that:

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- (i) the Releasing Shipper provides Transporter with the information specified in Section 11.1(a)-(f), (k) and (l) with respect to the Short-Term Release prior to the commencement of service;
  - (ii) either the Releasing Shipper acts as agent for the Replacement Shipper with respect to the released capacity and agrees to remain directly liable for all rates, charges and surcharges associated with the released capacity; or prior to the commencement of service the short-term Replacement Shipper enters into a separate Transportation Service Agreement with Transporter (1) incorporating the information required by section 11.3(a) (i) and (2) establishing creditworthiness in accord with the same standards and procedures as are provided for Bidders in 11.5(a); and
  - (iii) a re-release to the same Replacement Shipper under this Section 11.3(a) may not commence until 28 days after the first release period has ended.
- (b) Maximum Rate Release: The release is to a Prearranged Bidder for longer than one (1) year at the maximum rate(s) provided that:
- (i) the Releasing Shipper provides Transporter with the information specified in Section 11.1(a)-(f), and (l) prior to the commencement of service; and
  - (ii) the Prearranged Bidder enters into a Transportation Service Agreement with Transporter prior to the commencement of service (1) incorporating the information required by Section 11.3(b) (i) and (2) establishing creditworthiness in accord with the same standards and procedures as are provided for Bidders in Section 11.5(a).

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- (c) Release to an Asset Manager: The release is to an Asset Manager as defined in 18 C.F.R. Section 284.8(h)(3) of the Federal Energy Regulatory Commission's ("FERC's") regulations ("Asset Manager") provided that prior to the commencement of service the Releasing Shipper (1) provides Transporter with the information specified in Section 11.1(a)-(f), and (k) and (2) posts:
    - (i) The release is to an Asset Manager; and
    - (ii) The obligation of the Asset Manager to deliver gas to, or purchase gas from the Releasing Shipper including the volumetric level of the obligation and the time periods the obligation is in effect.
  - (d) Release to a Marketer in a State-Regulated Retail Access Program: The release is to a Marketer in a State-Regulated Retail Access Program as defined in 18 C.F.R. Section 248.8(h)(4) of the FERC's regulations ("State-Regulated Retail Access Program") provided that prior to the commencement of service the Releasing Shipper (1) provides Transporter with the information specified in Section 11.1(a)-(f), and (1) and (2) posts that the release is to a marketer participating in a State-Regulated Retail Access Program.
- 11.4 Posting of Release Requests and Replacement Shipper Requests
- (a) Releasing Shipper shall post all applicable information required by Section 11.1 on PASSKEY, which system will automatically assign an individual release number to such Release Request. The period of time for posting of the information ("Posting Period"), and the period of time during which bids will be received on such Release Request ("Bidding Period"), shall be as set forth in Section 11.7.
  - (b) NAESB Standard 5.3.14 (Version 1.8) states: Offers should be binding until written or electronic notice of withdrawal is received by the capacity release service provider. Further, NAESB Standard 5.3.16 (Version 1.8) states: The releasing party has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.
  - (c) Replacement Shipper shall post all applicable information required by Section 11.2 on PASSKEY. Such requests shall remain posted for a period of four weeks or until a transaction is effected, whichever is shorter.
  - (d) Transporter makes no representation or warranty to any party concerning the accuracy or completeness of any posted information or concerning the willingness or ability of any Releasing Shipper to release transportation rights hereunder or of any Replacement Shipper to accept transportation rights hereunder. Transporter shall not be liable to any party for any damages, of any nature whatsoever, including without limitation any special, incidental or consequential damages, or any other kind that may arise in connection with the posting of information hereunder, except as provided in the System License Agreement or the Trading Partner Agreement entered into between Transporter and each user of PASSKEY.

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11.5 Bidding for Transportation Rights

- (a) Persons that desire to bid on released transportation rights must pre-qualify with Transporter by submitting the information required in a Request For Service to Transporter and by demonstrating creditworthiness in the same manner and subject to the same standards and procedures as required for firm shippers under Article XXVIII of these General Terms and Conditions. The creditworthiness requirement shall be continuing in nature in the same manner and to the same extent as prescribed for firm shippers under Article XXVIII of these General Terms and Conditions. Transporter will waive the creditworthiness requirement on a non-discriminatory basis for Bidders on a Release Request and permit them to submit Bids, if the Releasing Shipper provides Transporter with adequate assurances on behalf of Replacement Shipper in accordance with Article XXVIII, Section 4.5 of the General Terms and Conditions under the Replacement Shipper's Transportation Service Agreement prior to the commencement of service to the Replacement Shipper. Moreover, if a potential Bidder does not meet the creditworthiness requirements of Article XXVIII of the General Terms and Conditions and Transporter is not able to waive these requirements in accord with the conditions specified above, then a potential Bidder may still qualify for participation in the release program if it complies with Article XXVIII, Section 4.4 of the General Terms and Conditions.
- (b) Prior to the first time a Bidder bids on a Release Request, the Bidder shall submit to Transporter, in accord with Article XXVIII of these General Terms and Conditions, a check in an amount equal to the lesser of \$10,000 or the total reservation charges it would incur if its bid is accepted and it enters into a service agreement with Transporter; provided that if Bidder has complied with Section 11.5(a) above, Transporter shall waive this requirement.
- (c) Bidders prequalified pursuant to Section 11.5(a) may submit Bids during the Bidding Period applicable to a Release Request. All bids must be submitted via PASSKEY. In transmitting a Bid, Bidders recognize that such Bids will be accessible by other Bidders through PASSKEY; provided that PASSKEY will be programmed such that upon submission all Bids will be assigned a Bid number and the identity of the Bidder will not be revealed during the Bidding Period.

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- (d) Bidding will be an iterative process in that a Bidder may submit any number of Bids during the Bidding Period; provided that each new submission of a Bid effects the withdrawal of the previous one such that a Bidder may not have more than one Bid in contention for the capacity at the same time. If a Bidder withdraws its Bid by resubmitting a new one, such new Bid must be at a higher rate. A Bidder retains the right to withdraw its Bid, by resubmitting a new bid or with written or electronic notice of withdrawal to Transporter, until the close of the Bidding Period at which time such Bid shall become binding.
- (e) Bids must contain the information on the Bid Form via PASSKEY, in particular a Bid must state:
  - (i) the identity of the Bidder (which will be concealed during the Bidding Period);
  - (ii) the Transportation Service Agreement number of the Releasing Shipper and Release Request number to which the Bid relates;
  - (iii) the bid rate(s) that the Bidder is willing to pay for the released transportation rights, which must be no less than any minimum bid rate(s) specified in the Release Request;
  - (iv) the Transportation Quantity (TQ) for the Bid, which must equate to the TQ specified in the Release Request or be no less than any minimum TQ specified in the Release Request;
  - (v) the term for which the Bidder wishes to obtain the transportation rights, which must be the same as the term specified in the Release Request, or be no less than any minimum term specified in the Release Request; and
  - (vi) whether the Bid is contingent, and if so, the basis of the contingency.

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- (f) All Bids must be for the receipt and delivery points specified in the Release Request. The receipt and delivery points awarded a Replacement Shipper in accord with this section shall be specified in its Transportation Service Agreement. Replacement Shipper shall be eligible for the use of secondary points in accord with the priority afforded the released transportation under Section 5, Article III of these General Terms and Conditions.

11.6 Determination of Successful Bidder for Transportation Rights

The determination of the successful Bidder shall be effected in accordance with the following procedures:

- (a) Bid Evaluation Methodologies: The Releasing Shipper shall specify in the Release Request one of the following bid evaluation methodologies: (i) highest rate, (ii) net revenue, or (iii) present value. A Release Request submitted specifying one of these methods shall be accorded the timeline treatment described in Section 11.7. However, the Releasing Shipper may choose another bid evaluation method which shall be accorded the timeline treatment described in Section 11.7 of this Article. Transporter shall apply the method chosen to determine the successful Bidder. Transporter's application of Releasing Shipper's bid evaluation method shall result in as many successful bidders as mandated thereby, provided that the volumes released to each successful bidder shall be no less than one dekatherm. If the Releasing Shipper desires to award to more than one winner, the Releasing Shipper should allow for the acceptance of partial TQ bids.
- (b) If the present value method is chosen, then Transporter shall determine the bid or bids having the Highest Present Value ("PV") using the following formula:

$$PV = (\text{Bid Rate}) \times \frac{(\text{Bid TQ}) \times (1+i)^n - 1}{i(1+i)^n}$$

where

Bid Rate = the daily charge which the Bidder has agreed to pay; for reservation rate bids, the charge is calculated by dividing the bid rate received from the Bidder by 30.4 days per month (average days in a 365-day year).

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Bid TQ = the TQ stated in the Bid (measured in dekatherms per day).

I = interest rate per day (which shall be the then current maximum yield on five year U.S. Government Treasury notes divided by 365); (Transporter will post the current Treasury note rate on PASSKEY); and

n = the lesser of (i) term proposed by the Bidder, in days, or (ii) 720 days.

- (c) If the net revenue method is chosen, Transporter shall determine the bid or bids having the highest net revenue (NR) using the following formula:

$$NR = (\text{Bid Rate}) \times (\text{Bid Term}) \times (\text{Bid TQ})$$

where

Bid Rate = the daily charge which the Bidder has agreed to pay; for reservation rate bids, the charge is calculated by dividing the bid rate received from the Bidder by 30.4 days per month (average days per month in a 365-day year).

Bid Term = the term proposed by the Bidder, in days.

Bid TQ = the TQ stated in the Bid, measured in dekatherms.

- (d) If a Release Request includes a Prearranged Bidder, then the released transportation rights shall be awarded to the Prearranged Bidder (i) if its Bid has a value, determined in accordance with Section 11.6(a), which is equal to or higher than the highest value of the Bids submitted by all other Bidders, or (ii) if the Prearranged Bidder agrees to match any Bid having a higher value within the time period provided by Section 11.7.
- (e) If only one Bidder has submitted a Bid which reflects the highest value, then the transportation rights shall be awarded to that Bidder, subject to any Prearranged Bidder's exercise of its right of matching as set forth above.
- (f) Tie-breaking Procedures: The Releasing Shipper may specify a tie-breaking procedure to be used in the event that two or more Bidders have submitted Bids which reflect the same highest value, subject to any Prearranged Bidder's exercise of its right of matching. If no tie-breaking procedure is specified by the Releasing Shipper, the released transportation rights will be awarded to the Bid earliest received by Transporter.

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- (g) Transporter shall only be liable to Releasing Shipper for loss or damage to Releasing Shipper resulting from mistakes made in Transporter's determination of the successful Bid on a Release Request which are the result of Transporter's negligence or willful misconduct.
- (h) For informational purposes only, Transporter shall post on PASSKEY the identity of the successful bidder and the terms of the successful bid.
- (i) NAESB Standard 5.3.9 (Version 1.8) states: If the transportation service provider requires amendments for each release, the transportation service provider should automate the process of amending contracts and this may be the subject of a global agreement between the parties.

Prior to the commencement of service pursuant to the Release Request, Transporter shall prepare and transmit to the successful Bidder via PASSKEY a Transportation Service Agreement stating the Transportation Quantity, rates, term, the maximum quantities at all receipt and delivery points, governing rate schedule, and any special terms and conditions for the awarded release. Releasing Shipper's Transportation Service Agreement will be amended via PASSKEY to reflect that the Releasing Shipper has released all or a portion of its transportation rights effective as of the date of the Replacement Shipper's Service Agreement ("Amended Service Agreement"). Provided that in the event of a recall of the capacity by the Releasing Shipper in accord with the terms of the Release Request, the Replacement Shipper's Service Agreement will be suspended for the period of the recall with all rights and obligations thereunder reverting to Releasing Shipper under its Amended Service Agreement.

11.7 Applicable Deadlines

- (a) For releases, NAESB Standard 5.3.2 (Version 1.8) provides the following Bidding Periods:

For biddable releases (less than 1 year):

- offers should be tendered by 12 p.m. on a Business Day;
- open season ends no later than 1 p.m. on a Business Day (evaluation period begins at 1 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
- evaluation period ends and award posting if no match required at 2 p.m.;
- match or award is communicated by 2 p.m.;
- match response by 2:30 p.m.;
- where match required, award posting by 3 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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For biddable releases (1 year or more):

- offers should be tendered by 12 p.m. four Business Days before award;
- open season ends no later than 1 p.m. on the Business Day before timely nominations are due (open season is three Business Days);
- evaluation period begins at 1 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- evaluation period ends and award posting if no match required at 2 p.m.;
- match or award is communicated by 2 p.m.;
- match response by 2:30 p.m.;
- where match required, award posting by 3 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For non-biddable releases:

Timely Cycle

- posting of prearranged deals not subject to bid are due by 10:30 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Evening Cycle

- posting of prearranged deals not subject to bid are due by 5 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intraday 1 Cycle

- posting of prearranged deals not subject to bid are due by 9 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intraday 2 Cycle

- posting of prearranged deals not subject to bid are due by 4 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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- (b) The deadlines set forth in this Section 11 are only applicable if (i) all the information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered; and (ii) there are no special terms or conditions of the release. Nominations for the winning bidder may be submitted for the next gas flow day or at the time otherwise specified for intra-day or hourly nominations.

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11.8 Reassignment of Released Capacity

A Replacement Shipper shall be allowed to release the capacity under its Transportation Service Agreement, provided that the original release was not volumetrically based.

11.9 Submission of Information

Shippers shall submit all necessary information, Release Requests, Replacement Requests and bids to Transporter via PASSKEY.

11.10 Marketing of Released Capacity

Transporter shall have no obligation to market any capacity available to be released by a Releasing Shipper. Transporter, however, may agree to market capacity for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service.

11.11 Further Conditions on Release of Transportation Rights

- (a) Persons participating in this release program agree to be bound by and shall comply with the terms and conditions of this FERC Gas Tariff and all applicable Commission rules, orders and regulations.
- (b) All terms and conditions in all Release Requests must be objectively stated, applicable to all Bidders and non-discriminatory.
- (c) The minimum term for any release shall be one day and the maximum term shall be the remaining term of the Releasing Shipper's Transportation Service Agreement.
- (d) The rate for a volumetric release shall not exceed the daily demand charges for the released capacity plus all applicable surcharges; and the rates for all other releases shall be the applicable reservation rate plus all applicable surcharges set forth in this FERC Gas Tariff, notwithstanding any discounts then in effect for the Releasing Shipper; provided, however, that no rate limitation applies to the release of capacity that becomes effective on or after July 30, 2008 for a period of one (1) year or less when the release is to take effect on or before one (1) year from the date on which Transporter is notified of the release.

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- (e) Unless otherwise agreed to in the underlying Transportation Agreement, when Transporter discounts the rate for service rendered pursuant to Rate Schedule IT in a market below the maximum commodity rate for service rendered pursuant to Rate Schedules FT-A or FT-G in that market, then Transporter shall contemporaneously post the discounted IT rate on PASSKEY and post a notice that for released capacity used to serve the identified market, Transporter will offer to discount the FT-A/FT-G commodity rate to a level equal to the discounted IT rate for that market. For these purposes, market shall be defined on the basis of receipt point(s), delivery point(s) and/or gas user(s) behind the delivery point(s).
- (f) All terms and conditions of all releases must be consistent with the terms and conditions of the Releasing Shipper's Service Agreement and with Transporter's FERC Gas Tariff, including the provisions on nominations and scheduling of service and curtailment of service.
- (g) NAESB Standard 5.3.7 (Version 1.8) states: Transportation service providers should support the function of reputting by releasing shippers. A Releasing Shipper may specify in the Release Request whether the recalled capacity is to be reput (i.e., released back) to the original Replacement Shipper and the terms of the reput. These terms may be either: (i) reput must be accepted by the original Replacement Shipper for the original terms of the release or (ii) reput may be accepted at the option of the original Replacement Shipper for the original terms of the release.

Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity by providing notice to Transporter in accordance with the following timeline. Recall notification to the Transportation service provider shall show the recall notification quantity expressed in terms of total released entitlements.

For Recall Notification NAESB Standard 5.3.44 (Version 1.8) states:

- (i) Timely Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transportation service provider (TSP) and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
  - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);
- (ii) Early Evening Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
  - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

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- (iii) Evening Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
  - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);
- (iv) Intraday 1 Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
  - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and
- (v) Intraday 2 Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
  - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).

NAESB Standard 5.3.45 (Version 1.8) states: For recall notification provided to the Transportation service provider (TSP) prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification (Central Clock Time).

- (h) Transporter may invalidate any Release Request or any Bid subsequent to its posting on PASSKEY which does not conform in all respects to the requirements of Transporter's FERC Gas Tariff. Upon invalidating a Release Request or Bid, Transporter shall inform via PASSKEY the Releasing Shipper or Bidder, as applicable, the reason for such invalidation. Any invalidated Release Request or Bid shall be deemed null and void.

GENERAL TERMS AND CONDITIONS (continued)

- (i) Notwithstanding any release hereunder, a Releasing Shipper shall remain responsible for payment of the reservation charge for firm transportation service released; provided, however, that Transporter and any Shipper may, in connection with their agreement to a Negotiated Rate under a firm transportation rate schedule, agree upon Releasing Shipper payment obligations and procedures and crediting mechanisms in the event of a capacity release that vary from or are in addition to those set forth herein and in Subsection (j) of this Section. The Releasing Shipper will be billed for its full contractual reservation charge liability to Transporter but shall simultaneously receive a demand credit equaling the demand charges for which Transporter has invoiced the Replacement Shipper. In addition, if the commodity rate is discounted in accord with Section 11.11(e) of this Article, then Transporter shall credit to the Releasing Shipper's demand liability the difference between the commodity rate billed the Replacement Shipper and the discounted IT rate posted by Transporter. A demand rate for the purposes of this Section consists of (i) the base demand rate, and (ii) all applicable surcharges, provided that for releases made on a volumetric basis, the demand charges shall equal (i) the daily demand rate multiplied by the applicable volume plus (ii) all applicable surcharges. A Releasing Shipper paying a discounted rate shall be entitled to receive any revenues from the release of its capacity that exceed the amount of the applicable surcharges.
- (j) Transporter shall invoice Replacement Shipper in accordance with Article V of the General Terms and Conditions based upon the rates, charges and surcharges incorporated into the Transportation Service Agreement as a result of the release. The reservation charges for the Replacement Shipper will include the reservation rate at which the firm transportation service is released including all adjustments subject to Sections 11.11(d) and 11.11(i) above. The commodity charges for the Replacement Shipper will include the maximum commodity rate including all adjustments subject to Section 11.11(d) above; provided if the commodity rate has been discounted in accord with Section 11.11(e) of this Article, Tennessee shall bill the Replacement Shipper the discounted rate.

GENERAL TERMS AND CONDITIONS (continued)

Any revenues received by Transporter from the Replacement Shipper will be applied first to the reservation charge liability with respect to the released capacity then to the usage charge liability. If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the invoice, then Replacement Shipper shall pay a Late Payment Charge calculated in accord with Article VI, Section 2 of these General Terms and Conditions. If Replacement Shipper's failure to pay has continued for 30 days after payment is due, Transporter shall so notify Replacement Shipper and Releasing Shipper within a reasonably proximate time via e-mail and facsimile. If such failure to pay continues for 30 days after payment is due and Transporter has provided the Releasing and Replacement Shippers with at least thirty (30) days notice that service will terminate for nonpayment, Transporter may terminate the service agreement; provided, however, that such service agreement will not terminate if Replacement Shipper successfully exerts its rights under Article VI of these General Terms and Conditions.

To the extent that the release is a non-permanent release and Replacement Shipper's service agreement is past due, then Transporter may send the Releasing Shipper an invoice for all unpaid amounts up to the amount of the Releasing Shipper's reservation charge plus interest calculated from the date the unpaid amount was due from Replacement Shipper, net of any security held for Replacement Shipper, provided that prior to sending such invoice to Releasing Shipper, Transporter will either terminate the Replacement Shipper's service agreement or initiate the necessary legal steps to do so. Releasing Shipper shall submit the payment to Transporter within ten days of receipt of the invoice.

To the extent that Transporter suspends or terminates the service of a Replacement Shipper pursuant to Article XXVIII, Section 4.5, Transporter shall provide within a reasonably proximate time notice to the Replacement Shipper and Releasing Shipper via e-mail and facsimile.

- (k) Any increase in Transporter's rates, charges and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide in its Release Request for the rates, charges or surcharges for released transportation rights to increase in accordance with any such increases in Transporter's rates, charges and surcharges. In either circumstance, any refunds of any rates or charges ordered by the FERC shall be paid to the Replacement Shipper either by Transporter or by Releasing Shipper depending on which entity (the Transporter or Releasing Shipper) received the proceeds of the excessive rate; provided, however, for releases that become effective on or after July 30, 2008, any rate paid by a Replacement Shipper in any capacity release transaction with a term of one (1) year or less which is not subject to the maximum rate cap is deemed to be a final rate and is not subject to refund.
- (l) The Replacement Shipper's service under a release shall be subject to and governed by the terms and conditions of the Releasing Shipper's Service Agreement and governing rate schedule and the Service Agreement executed by Replacement Shipper under Section 11.6 (i).

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**Third Revised Sheet No. 339** Third Revised Sheet No. 339 : Effective  
Superseding: Second Revised Sheet No. 339

GENERAL TERMS AND CONDITIONS (continued)

- (m) Transporter shall accept nominations, schedule service, afford priority of service and curtail service based on instructions and communications from the Releasing Shipper and the Replacement Shipper which are consistent with one another and with the terms and conditions of Transporter's Tariff and their respective service agreements. In the event that instructions or nominations from the Releasing Shipper and Replacement Shipper are, in Transporter's sole opinion, inconsistent or conflicting, Transporter shall use reasonable efforts to contact the Releasing Shipper and Replacement Shipper to resolve the conflicting communications. In the event Transporter is unable to resolve the conflict prior to the time that it must take the required action, the Transporter shall comply with the instructions of the Releasing Shipper, provided that such instructions are not inconsistent with Transporter's Tariff or the terms of either the Releasing Shipper's or Replacement Shipper's service agreement, in Transporter's sole opinion. Except for incidences resulting from the negligence, fraud or willful misconduct of Transporter, the Releasing Shipper will indemnify Transporter against any claim or suit by the Replacement Shipper, its successors or assigns, arising from any action taken by Transporter in reliance upon the Releasing Shipper's nominations and instructions and will hold Transporter harmless for any action taken by Transporter in reliance upon the nominations and scheduling instructions of the Replacement Shipper. Except for incidences resulting from the negligence, fraud or willful misconduct of Transporter, the Replacement Shipper will indemnify Transporter against any claim or suit by the Releasing Shipper, its successors or assigns, arising from any action taken by Transporter in reliance upon the nominations and scheduling instructions of the Replacement Shipper and will hold Transporter harmless for any actions taken by Transporter in reliance upon the instructions of the Releasing Shipper. A permanent assignment shall transfer all rights and obligations of the Releasing Shipper's service agreement, including extension and right of first refusal privileges.

GENERAL TERMS AND CONDITIONS (continued)

- (n) A Releasing Shipper may release capacity on any segment between a Primary Receipt and Primary Delivery Point or between two points in a zone for which Shipper is paying demand charges under its transportation agreement, provided that for Shippers with Primary Receipt and Primary Delivery Points solely on an Incremental Lateral as defined in Article XVIII, Section 2 of the General Terms and Conditions, such Shippers may release capacity only on the Incremental Lateral and Shippers without Primary Receipt and Primary Delivery Points on the Incremental Lateral shall not release any segment containing points on the Incremental Lateral. If Releasing Shipper desires to release such capacity, then Releasing Shipper's capacity shall be reduced by an amount equal to the quantity released for the segment released. A Releasing Shipper is prohibited from re-releasing the released segment unless and until the Releasing Shipper recalls the released segment or the released segment reverts to the Releasing Shipper at the end of the release term. Replacement Shippers who desire to re-release the released segment may only release capacity within their acquired capacity segment. The sum of capacity released in any segment cannot exceed the Releasing Shipper's original capacity entitlements, except that a Releasing Shipper or a Replacement Shipper may release up to their respective capacity entitlement(s) at a point provided that any resulting overlap of contract quantities at a point consists of a forwardhaul(s) and a backhaul(s) to the same point. Nominations to a point outside of the Released Segment by the Replacement Shipper or within the Released Segment by the Releasing Shipper shall be permitted, provided that in no portion of Transporter's system will the combined amount of volumes nominated by the Releasing Shipper and the Replacement Shipper be allowed to exceed the Releasing Shipper's original capacity entitlements. In the event that the combined amount of volumes nominated by the Releasing Shipper and the Replacement Shipper exceed the Releasing Shipper's original capacity entitlements, Transporter shall accept nominations for volumes in excess of the original capacity entitlements in the overlapped portion of its system only where (1) the Replacement Shipper or Releasing Shipper, as applicable, has nominated those excess volumes under a separate service such as authorized overrun or under Rate Schedule IT or (2) the overlap of contract quantities consists of a forwardhaul(s) up to the respective capacity entitlement and a backhaul(s) up to the capacity entitlement, to the same point at the same time.

GENERAL TERMS AND CONDITIONS (continued)

- (o) If a Releasing Shipper releases capacity on a segment pursuant to Section 11.11(n) above, the Replacement Shipper may elevate any Secondary Receipt or Secondary Delivery Point created by the segmented release to Primary Receipt or Primary Delivery Point status for nomination and scheduling purposes ("Segmented Primary Point Capacity"), subject to the following defined conditions:
- (i) Segmented Primary Point Capacity is only available if capacity is generally available at the selected point and the Replacement Shipper is awarded the capacity through the open season procedures set forth in Article XXVIII, Section 5 of the General Terms and Conditions. Point capacity reserved by the Transporter, under applicable provisions of this tariff, to sell generally available mainline capacity to or from the point shall not be available as Segmented Primary Point Capacity;
  - (ii) Segmented Primary Point Capacity is only available at an existing physical or non-physical point that is available as a primary receipt or primary delivery point on Transporter's system;
  - (iii) The Releasing or Replacement Shipper may only create Segmented Primary Point Capacity in the same direction as the Releasing Shipper's contract.
  - (iv) Segmented Primary Point Capacity is not available for self-releases or segmentation for a Shipper's own use;
  - (v) Receipt Point Capacity and Delivery Point Capacity on the contract must be equal and cannot exceed the TQ of the Replacement Shipper or the Releasing Shipper; and
  - (vi) Segmented Primary Point Capacity is only available for temporary releases. At the end of the release, the terms and conditions of the original contract are in effect unless the contract has been permanently amended. Permanent Primary Point Amendments are subject to the applicable provisions of the pertinent rate schedules and the provisions of Article XXVIII, Section 5 of the General Terms and Conditions.

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GENERAL TERMS AND CONDITIONS (continued)

- (p) Upon thirty days written notice to Releasing Shipper and Replacement Shipper that Releasing Shipper's contract will be terminated, and provided that Releasing Shipper's contract is subsequently terminated pursuant to such notice, Transporter may elect to terminate Replacement Shipper's Agreement if (1) the rate stated in the effective Replacement Shipper's Agreement is less than the maximum Reservation Rate and Commodity Rate for the contracted for Service and (2) the Replacement Shipper has not, prior to the expiration of the notice period, executed an amendment to such Replacement Shipper's Agreement, agreeing to pay, beginning the first day after the end of the notice period and for the remainder of the term of the Replacement Shipper's Agreement, the lesser of (a) the Releasing Shipper's contract rate (b) the maximum tariff rate for the service, or (c) a mutually agreed upon rate.

GENERAL TERMS AND CONDITIONS (continued)

12. Releases or Assignments of Firm Storage Service - A Shipper (herein referred to as a "Releasing Shipper") under Rate Schedule FS may notify Transporter that Releasing Shipper desires to be relieved of all or a portion of its Maximum Storage Quantity or its injection/deliverability rights as set forth in its then effective Service Agreement. A permanent assignment shall transfer all rights and obligations of the Releasing Shipper's service agreement, including extension and right of first refusal privileges.

12.1 Releasing Shipper's Request for Assignment

A Releasing Shipper that desires to release its rights to firm storage service in a manner which does not qualify for an exemption to posting pursuant to Section 12.3, shall post on PASSKEY a Release Request in the form set forth in this Tariff containing the following information set forth below. If Releasing Shipper desires to establish a minimum rate for acceptable bids, then Releasing Shipper shall either include such minimum rate in its Release Request or include in its Release Request a statement that the minimum rate has been provided to Transporter. If Releasing Shipper elects to provide the minimum rate solely to Transporter, the Transporter shall not reveal such rate until after the awarding of the subject capacity and the execution of a service agreement between Transporter and Replacement Shipper. At such time Transporter will post the minimum rate under the release on PASSKEY.

- (a) Releasing Shipper's name and Storage Service Agreement number;
- (b) the maximum storage quantity (MSQ) to be released (including any minimum acceptable MSQ);
- (c) the injection/deliverability rights to be released (MDWQ);
- (d) the proposed commencement date and term of the release;
- (e) the FS Service Point for the released storage service;
- (f) the reservation and usage rate(s), as applicable, and all other applicable rate(s), charges and surcharges for the released service; provided, however, the rate(s) charged for a release of capacity for more than one (1) year may not exceed the applicable maximum rate(s);
- (g) whether the storage rights are to be subject to recall or reput in accord with Section 12.11(d), and if so, the specific conditions for recall or reput of the capacity;
- (h) whether contingent bids will be accepted for evaluation and, if so, whether the contingency can extend beyond the Bidding Period; if the contingency may extend beyond the Bidding Period, whether, and for what time period, will the next highest bidder be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity;

GENERAL TERMS AND CONDITIONS (continued)

- (i) any objective, non-discriminatory bid evaluation method (including a tie-breaking procedure) which Releasing Shipper desires to utilize to determine the award of released storage rights;
- (j) whether the Releasing Shipper has made prior arrangements with a person to release such storage rights ("Prearranged Bidder"). In such event the Releasing Shipper additionally shall submit:
  - (i) the identity of the Prearranged Bidder;
  - (ii) the term, MSQ, MDWQ, reservation and usage rates and all other applicable rates, charges and surcharges to which the Prearranged Bidder has agreed;
  - (iii) a statement that the Prearranged Bidder has agreed unconditionally to accept the storage rights on the terms prescribed in the Release Request;
  - (iv) evidence that the Prearranged Bidder meets the creditworthiness requirement of Section 12.5(a), unless the Releasing Shipper requests Transporter to waive the application of such requirement for the Prearranged Bidder and for other Bidders on a nondiscriminatory basis and provides Transporter with a guarantee satisfactory to Transporter of all financial obligations of such Bidder as a Replacement Shipper under its Released Storage Service Agreement prior to the commencement of service.
- (k) any other objective and nondiscriminatory conditions of the release including (i) the disposition of storage balances upon recall or termination of the release; (ii) whether Releasing Shipper will require Replacement Shipper to indemnify Releasing Shipper in connection with the release, and if so, the terms of the indemnification; (iii) agency agreement requirements; (iv) limitations or the preclusion of reassignments without notice to and/or the consent of Releasing Shipper; or (v) if the Releasing Shipper requests a posting time, Transporter shall support such a request insofar as it comports with the standard timeline set forth in Section 12.7 of this Article.

GENERAL TERMS AND CONDITIONS (continued)

12.2 Replacement Shipper's Request for Assignment

A Shipper that desires to acquire rights to certain firm storage service may post on PASSKEY, in accord with Section 12.4(c), a Replacement Shipper Request which shall contain the following information.

- (a) Replacement Shipper's name;
- (b) the maximum storage quantity desired if applicable;
- (c) the daily injection/deliverability rights desired, if applicable;
- (d) the desired service commencement date and term of service;
- (e) the desired FS Service Point;
- (f) the maximum rate(s) Replacement Shipper will pay for the desired storage service; provided, however, the rate(s) paid for a release of capacity for more than one (1) year may not exceed the applicable maximum rate(s).

12.3 Releases Permitted without Prior Posting and Bidding Requirements

A Releasing Shipper may release some or all of its storage rights without the posting and bidding requirements described in Section 12.1 if its proposed release qualifies under this Section 12.3:

- (a) Short-Term Release: The release is for any period of 31 days or less provided that:
  - (i) the Releasing Shipper provides Transporter with the information specified in Section 12.1(a)-(f) (g), (j) and (k) with respect to the Short-Term Release prior to the commencement of service;
  - (ii) prior to the commencement of service, the short-term Replacement Shipper enters into a Storage Service Agreement with Transporter (1) incorporating the information required by Section 12.3(a) (i) and (2) establishing creditworthiness in accord with the same standards and procedures as are provided for Bidders in Section 12.5(a); and
  - (iii) a re-release to the same Replacement Shipper under this Section 12.3(a) may not commence until 28 days after the first release period has ended.

GENERAL TERMS AND CONDITIONS (continued)

- (b) Maximum Rate Release: The release is to a Prearranged Bidder for longer than one (1) year at the maximum rate(s) provided that:
  - (i) the Releasing Shipper provides Transporter with the information specified in Sections 12.1(a)-(g), (j) and (k) prior to the commencement of service; and
  - (ii) the Prearranged Bidder enters into a Storage Service Agreement with Transporter prior to the commencement of service (1) incorporating the information required by Section 12.3(b)(i) and (2) establishing creditworthiness in accord with the same standards and procedures as are provided for Bidders in Section 12.5(a).
- (c) Release to Asset Manager: The release is to an Asset Manager as defined in 18 C.F.R. Section 284.8(h)(3) of the Federal Energy Regulatory Commission's ("FERC's") regulations ("Asset Manager") provided that prior to the commencement of service the Releasing Shipper (1) provides Transporter with the information specified in Section 12.1(a)-(g), (j) and (k) and (2) posts:
  - (i) The release is to an Asset Manager; and
  - (ii) The obligation of the Asset Manager to deliver gas to, or purchase gas from, the Releasing Shipper including the volumetric level of the obligation and the time periods the obligation is in effect.
- (d) Release to a Marketer in a State-Regulated Retail Access Program: The release is to a Marketer in a State-Regulated Retail Access Program as defined in 18 C.F.R. Section 284.8(h)(4) of the FERC's regulations ("State-Regulated Retail Access Program") provided that prior to the commencement of service the Releasing Shipper (1) provides Transporter with the information specified in Section 12.1(a)-(g), (j) and (k) and (2) posts that the release is to a marketer participating in a State-Regulated Retail Access Program.

12.4 Posting of Release Requests

- (a) Releasing Shipper shall post all applicable information required by Section 12.1 hereof on Transporter's PASSKEY, which system will automatically assign an individual release number to such Release Request. The period of time for Releasing Shipper's posting of the information ("Posting Period") and the period of time during which bids will be received on such release request ("Bidding Period") shall be as set forth in Section 12.7.

GENERAL TERMS AND CONDITIONS (continued)

- (b) NAESB Standard 5.3.14 (Version 1.8) states: Offers should be binding until written or electronic notice of withdrawal is received by the capacity release service provider. Further, NAESB Standard 5.3.16 (Version 1.8) states: The releasing party has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.
- (c) Replacement Shipper will post all applicable information required by Section 12.2 on PASSKEY. Such requests will remain posted for a period of four weeks or until consummation of the transaction, whichever is shorter.
- (d) Transporter makes no representation or warranty to any party concerning the accuracy or completeness of any posted information or concerning the willingness or ability of any Releasing Shipper to release storage rights hereunder or of any Replacement Shipper to accept storage rights hereunder. Transporter shall not be liable to any party for any damages, of any nature whatsoever, including without limitation any special, incidental, or consequential damages or any other kind that may arise in connection with the posting of information hereunder, except as provided in the System License Agreement or the Trading Partner Agreement entered into between Transporter and each user of PASSKEY.

12.5 Bidding for Storage Rights

- (a) Persons that desire to bid on released storage rights must pre-qualify with Transporter by submitting information specified in the Request for Service via PASSKEY to Transporter and by demonstrating creditworthiness in the same manner and subject to the same standards and procedures as required by firm shippers under Article XXVIII of these General Terms and Conditions. The creditworthiness requirement shall be continuing in nature in the same manner and to the same extent as prescribed for Shippers under Article XXVIII of these General Terms and Conditions. Transporter will waive the creditworthiness requirement on a nondiscriminatory basis for Bidders on a Release Request and permit them to submit Bids, if the Releasing Shipper provides Transporter with adequate assurances in accordance with Article XXVIII, Section 4.5 of the General Terms and Conditions for all financial obligations of the Replacement Shipper under its Release Storage Service Agreement prior to the commencement of service to the Replacement Shipper.

GENERAL TERMS AND CONDITIONS (continued)

Moreover, if a potential Bidder does not meet the creditworthiness requirements of Article XXVIII of these General Terms and Conditions and Transporter is unable to waive these requirements in accord with the conditions specified above, then a potential Bidder may still qualify for participation in the release program if it complies with Article XXVIII, Section 4.5 of the General Terms and Conditions.

- (b) Prior to the first time a Bidder bids on a Release Request, the Bidder shall submit to Transporter, in accord with Article XXVIII of these General Terms and Conditions, a check in an amount equal to the lesser of \$10,000 or the total reservation charges it would incur if its bid is accepted and it enters into a service agreement with Transporter; provided that if Bidder has complied with Section 12.5 (a) above, Transporter shall waive this requirement.
- (c) Bidders prequalified pursuant to Section 12.5(a) may submit Bids during the Bidding Period defined in Section 12.7. All Bids must be submitted via PASSKEY. In transmitting a Bid, Bidders recognize that such Bids will be accessible by other Bidders through PASSKEY; provided that PASSKEY will be programmed such that upon submission all Bids will be assigned a Bid Number and the identity of the Bidder will not be revealed during the Bidding Period.
- (d) Bidding will be an iterative process in that a Bidder may submit any number of Bids during the Bidding Period; provided that each submission of a new Bid effects the withdrawal of the previous one such that a Bidder may not have more than one Bid in contention for the capacity at the same time. If a Bidder withdraws a Bid, resubmitting a new one, such new Bid must be at a higher rate. A Bidder retains the right to withdraw its Bid, by resubmitting a new bid or with written or electronic notice of withdrawal to Transporter, up until the close of the Bidding Period at which time such Bid shall become binding.

GENERAL TERMS AND CONDITIONS (continued)

- (e) All Bids must contain the information on the Bid Form set forth in this FERC Gas Tariff, in particular a Bid must state:
  - (i) the identity of the Bidder (which will be concealed during the Bidding Period);
  - (ii) the Storage Service Agreement number of the Releasing Shipper and the Release Number to which the Bid relates;
  - (iii) the bid rate(s) that the Bidder is willing to pay for the released storage rights, which may be no less than any minimum bid rate(s) specified in the Release Request;
  - (iv) the MSQ and/or MDWQ for the Bid, which must equate to the MSQ and/or MDWQ specified in the Release Request, or be no less than any minimum MSQ or MDWQ specified in the Release Request;
  - (v) the term for which the Bidder wishes to obtain the storage rights which must be the same as the term specified in the Release Request, or be no less than any minimum term specified in the Release Request; and
  - (vi) whether the Bid is contingent, and if so, the basis of the contingency.

12.6 Determination of Successful Bidder for Storage Rights

- (a) Bid Evaluation Methodologies: The Releasing Shipper shall specify in the Release Request one of the following bid evaluation methodologies: (i) highest rate, (ii) net revenue, or (iii) present value. A Release Request submitted specifying one of these methods shall be accorded the timeline treatment described in Section 12.7. However, the Releasing Shipper may choose another bid evaluation method, but this request shall be accorded the timeline treatment described in Section 12.7 of this Article. Transporter shall apply the method chosen to determine the successful Bidder. Transporter's application of Releasing Shipper's bid evaluation method shall result in as many winning bidders as mandated thereby; provided that the volumes released to each successful bidder shall be no less than one dekatherm. If the Releasing Shipper desires to award to more than one winner, the Releasing Shipper should allow for acceptance of partial TQ bids.

GENERAL TERMS AND CONDITIONS (continued)

- (b) If the present value method is chosen, then Transporter shall determine the bid or bids having the highest present value in the same manner set forth in Article III, Section 11.6 (b) of the General Terms and Conditions, except that Bid MSQ shall be substituted for Bid MDQ in the formula provided therein; provided that when injection/deliverability rights are being released independent of space rights, then Bid MDWQ shall be substituted for Bid MDQ in the formula.
- (c) If the net revenue method is chosen, then Transporter shall determine the bid or bids having the highest net revenue in the same manner set forth in Article III, Section 11.6(c) of the General Terms and Conditions except that Bid MSQ shall be substituted for Bid MDQ in the formula provided therein; provided that when injection/deliverability rights are being released independent of space rights, then Bid MDWQ shall be substituted for Bid MDQ in the formula.
- (d) If a Release Request includes a Prearranged Bidder, then the released storage rights shall be awarded to the Prearranged Bidder (i) if its Bid has a value, determined in accordance with Section 12.6(a), which is equal to or higher than the highest value of the Bids submitted by all other Bidders, or (ii) if the Prearranged Bidder agrees to match any Bid having a higher value within the time period provided by Section 12.7.
- (e) If only one Bidder has submitted a Bid which reflects the highest value, then the storage rights shall be awarded to that Bidder, subject to any Prearranged Bidder's exercise of its right of matching as set forth above.
- (f) Tie-breaking Procedures: The Releasing Shipper may specify a tie-breaking procedure to be used in the event that two or more Bidders have submitted Bids which reflect the same highest value, subject to any Prearranged Bidder's exercise of its right of matching. If no tie-breaking procedure is specified by the releasing shipper, the released storage rights will be awarded to the Bid earliest received by Transporter.
- (g) Transporter shall only be liable to Releasing Shipper for loss or damage to Releasing Shipper resulting from mistakes made in Transporter's determination of the successful Bidder on a Release Request which are the result of Transporter's negligence or willful misconduct.
- (h) For informational purposes only, Transporter shall post on PASSKEY the identity of the successful Bidder and terms of the successful bid.
- (i) NAESB Standard 5.3.9 (Version 1.8) states: If the transportation service provider requires amendments for each release, the transportation service provider should automate the process of amending contracts and this may be the subject of a global agreement between the parties.

Prior to the commencement of service pursuant to the Release Request, Transporter shall prepare and transmit to the successful Bidder a FS Service Agreement stating the MSQ, rates, term, MDWQ, and any special terms and conditions for each awarded release. If the Replacement Shipper does not have an IS Service Agreement with Transporter at the

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GENERAL TERMS AND CONDITIONS (continued)

same IS service point as the Releasing Shipper, Transporter shall also prepare and transmit to the Replacement Shipper for execution an IS Service Agreement. The term of the IS Service Agreement shall be no less than the term of the release. Releasing Shipper's Storage Service Agreement will be amended, via PASSKEY, to reflect the fact that the Releasing Shipper has released all or a portion of its storage rights effective as of the date of Replacement Shipper's Service Agreement ("Amended Service Agreement"). Provided that in the event of a recall of the capacity by the Releasing Shipper in accord with the terms of the Release Request, the Replacement Shipper's Service Agreement will be suspended for the period of the recall with all the rights and obligations thereunder reverting to Releasing Shipper under its Amended Service Agreement.

12.7 Applicable Deadlines

- (a) The deadlines for the posting and award of a Release Request and the corresponding minimum Bidding Periods are as specified in Section 11.7(b) with respect to the release of transportation services.
- (b) The deadlines set forth in this Section 12 are only applicable if (i) all the information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered; and (ii) there are no special terms or conditions of the release. Nominations by the winning bidder may be submitted for the next gas flow day or at the times otherwise specified for intra-day or hourly nominations.

GENERAL TERMS AND CONDITIONS (Continued)

12.8 Reassignment of Released Capacity

A Replacement Shipper shall be allowed to release the capacity under its Storage Service Agreement, subject to the conditions provided in Section 12.6(a) of this Article III.

12.9 Submission of Information

Parties shall submit all necessary information, Release Requests, Replacement Requests and bids to Transporter by way of PASSKEY.

12.10 Marketing of Released Capacity

Transporter shall have no obligation to market any storage rights available to be released by a Releasing Shipper. Transporter, however, may agree to market storage rights for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service.

12.11 Further Conditions on Release of Storage Rights

- (a) Persons participating in Transporter's storage release program are subject to the same conditions applicable to participants in Transporter's transportation release program set forth in Article III, Section 11.11(a), (b), (e), (g), (i), (j), (k), and (l) of these General Terms and Conditions.
- (b) The minimum term for any release shall be one month, and the maximum term shall be the remaining term of the Releasing Shipper's Storage Service Agreement.
- (c) The rates for any release shall be the applicable deliverability, space, and injection and withdrawal charges, as well as all other applicable rates, charges and surcharges set forth in this FERC Gas Tariff, notwithstanding any discount to such rates, charges or surcharges then in effect for the Releasing Shipper; provided, however, that no rate limitation applies to the release of capacity that becomes effective on or after July 30, 2008 for a period of one (1) year or less when the release is to take effect on or before one (1) year from the date on which Transporter is notified of the release.
- (d) NAESB Standard 5.3.7 (Version 1.8) states: Transportation service providers should support the function of reputting by releasing shippers. A Releasing Shipper may specify in the Release Request whether the recalled capacity is to be reput (i.e., released back) to the original Replacement Shipper and the terms of the reput. These terms may be either: (i) reput must be accepted by the original Replacement Shipper for the original terms of the release or (ii) reput may be accepted at the option of the original Replacement Shipper for the original terms of the release.

Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity by providing notice to Transporter in accordance with the following timeline. Recall notification to the Transportation service provider shall show the recall notification quantity expressed in terms of total released entitlements.

For Recall Notification NAESB Standard 5.3.44 (Version 1.8) states:

(i) Timely Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transportation service provider (TSP) and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;

GENERAL TERMS AND CONDITIONS (Continued)

- (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);
- (ii) Early Evening Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
  - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);
- (iii) Evening Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
  - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);
- (iv) Intraday 1 Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
  - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and
- (v) Intraday 2 Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
  - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).

NAESB Standard 5.3.45 (Version 1.8) states: For recall notification provided to the Transportation service provider (TSP) prior to the recall notification deadline specified in NAESB WGQ Standard 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification (Central Clock Time).

GENERAL TERMS AND CONDITIONS (continued)

- (e) Notwithstanding any release hereunder, a Releasing Shipper shall remain responsible for payment of the deliverability and space charges ("demand storage charges") for the firm storage rights released; provided, however, that Transporter and any Shipper may, in connection with their agreement to a Negotiated Rate under a firm storage rate schedule, agree upon Releasing Shipper payment obligations and procedures and crediting mechanisms in the event of a capacity release that vary from or are in addition to those set forth herein. The Releasing Shipper will be billed for its full contractual demand storage charge liability, but shall simultaneously receive a demand storage charge credit equaling the demand storage charges which Transporter has invoiced the Replacement Shipper. Transporter shall bill Replacement Shipper in accordance with Article V of the General Terms and Conditions based upon the rates, charges and surcharges contained in the Storage Service Agreement. Any revenues received by Transporter from Replacement Shipper will be first applied to the demand storage charge liability associated with the released capacity, then to the usage charge liability. If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the invoice, then Replacement Shipper shall pay a Charge for Late Payment calculated in accord with Article VI, Section 2 of these General Terms and Conditions. If Replacement Shipper's failure to pay has continued for thirty (30) days after payment is due, Transporter shall so notify Replacement Shipper and Releasing Shipper within a reasonably proximate time via e-mail and facsimile. If such failure to pay continues for thirty (30) days after payment is due and Transporter has provided the Releasing and Replacement Shippers with at least thirty (30) days notice that service will terminate for nonpayment, Transporter may terminate the service agreement; provided, however, that such service agreement shall not terminate if Replacement Shipper successfully exerts its rights under Article VI of these General Terms and Conditions.

To the extent that the release is a non-permanent release and Replacement Shipper's service agreement is past due, then Transporter may send to Releasing Shipper an invoice for all unpaid amounts up to the amount of the Releasing Shipper's reservation charge plus interest calculated from the date the unpaid amount was due from Replacement Shipper, net of any security held for Replacement Shipper, provided that prior to sending such invoice to Releasing Shipper, Transporter will either terminate the Replacement Shipper's service agreement or initiate the necessary legal steps to do so. Releasing Shipper shall submit the payment to Transporter within ten days of receipt of the invoice.

To the extent that Transporter suspends or terminates the service of a Replacement Shipper pursuant to Article XXVIII, Section 4.5, Transporter shall provide within a reasonably proximate time notice to the Replacement Shipper and Releasing Shipper via e-mail and facsimile.

- (f) Any increase in Transporter's rates, charges and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide in its Release Request for the rates, charges or surcharges for released storage rights to increase in accordance with any such increases in Transporter's rates, charges and surcharges. In either circumstance, any refunds of any rates or charges ordered by the FERC shall be paid to the Replacement Shipper either by Transporter or by Releasing Shipper depending on which entity (the Transporter or Releasing Shipper) received the proceeds of the excessive rate; provided, however, for releases that became effective on or after July 30, 2008, any rate paid by a Replacement Shipper in any capacity release transaction with a term of one (1) year or less which is not subject to the maximum rate cap is deemed to be a final rate and is not subject to refund.

GENERAL TERMS AND CONDITIONS (continued)

- (g) The Replacement Shipper's service under a release shall be subject to and governed by the terms and conditions of the Releasing Shipper's Service Agreement and governing rate schedule and the Service Agreement executed by Replacement Shipper under Section 12.6(i).

13. Assignment of Firm Transportation Capacity on Upstream Pipelines -

- (a) Transporter will assign its upstream firm transportation capacity, whether Part 284 or individually certificated (referred to as "upstream capacity"), to its firm transportation and storage Shippers to the extent necessary to provide capacity to such Shippers that desire upstream capacity. Transporter shall not be required hereby to assign firm capacity necessary to transport gas purchased by Transporter from Great Plains Gasification Associates (or its successor), interruptible capacity held by Transporter on upstream pipelines, firm capacity held by Transporter on intrastate pipelines, or upstream exchange transactions.
- (b) All assignments pursuant to this Section 13 will be permanent and will be effective on the date set forth in the Upstream Capacity Assignment Agreement. Upon the effective date of such assignment, Transporter shall be relieved of all rights and obligations associated with the assigned upstream capacity, including but not limited to any and all charges, and Transporter shall have no further liability of any kind with respect to either the upstream capacity or the assignment; provided that with respect to assignments of capacity held on project-financed pipelines whose loan agreements require creditor approval of substitute shippers, Transporter shall not be relieved of further liability with respect to the upstream capacity or the assignment unless and until the project-financed pipeline agrees to release the Transporter from such liability.
- (c) Initial Assignments of upstream capacity shall occur hereunder pursuant to 18 C.F.R. ? 284.242 during restructuring discussions in Docket No. RS92-23 as provided in Section 13(e) ("Initial Assignment"). All Initial Assignments pursuant to this Section 13(c) must be effectuated before Transporter releases any capacity under the terms of an upstream pipeline's capacity release mechanism contained in such upstream pipeline's FERC Gas Tariff. If Transporter releases capacity under an upstream pipeline's capacity release program, such capacity remains available for permanent assignment; provided, however, that any release made prior to the permanent assignment will remain in force for its term.
- (d) Initial assignments of Transporter's upstream capacity shall be made in the following manner:
  - i) Transporter will post on PASSKEY the following information: (1) the upstream pipelines on which it holds firm capacity and the firm capacity held; (2) the current rate; (3) the remaining primary term; (4) relevant receipt and delivery point information; and, (5) the quantity reserved by Transporter to fulfill its limited sales service under Rate Schedule GS. This information will be posted for a minimum twenty (20) day period commencing November 2, 1992, during which time Shippers must submit written requests or requests via PASSKEY for an assignment.
  - ii) To the extent Transporter receives more offers for specific upstream firm transportation capacity than is actually available, the capacity will be assigned based on the following priorities:

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FERC Docket: RP00- 229-000

**Fourth Revised Sheet No. 350** Fourth Revised Sheet No. 350 : Effective  
Superseding: Third Revised Sheet No. 350

GENERAL TERMS AND CONDITIONS (continued)

- a) Shippers voluntarily assuming the obligations under associated gas purchase contracts as part of the assignment of the upstream capacity;
- b) Shippers which were former Rate Schedule G, GS and CD customers as of November 2, 1992 and have converted to service under one of Transporter's transportation rate schedules;
- c) Shippers based on date of receipt of the request for assignment.

To the extent that upstream capacity must be allocated among the Shippers included in (a) or (b) of this subsection (d) (ii), such allocation shall be done based on date of receipt of request for the upstream capacity assignment.

- (iii) After Initial Permanent Assignments are completed, any remaining excess firm upstream capacity will remain posted on PASSKEY and available for temporary or permanent assignment until all such capacity has been assigned, released or otherwise disposed of.

14. Pooling of Gas Supplies

14.1 Supply Area and Market Area Pooling Areas - Supply Aggregation

Any Party may aggregate nominations for certain Receipt Points within Supply Area or Market Area Pooling Area(s) for delivery to confirmed transportation or other supply aggregation service(s) pursuant to the terms and conditions of Transporter's Rate Schedule SA. Shippers who choose to receive supplies from a supply aggregator may elect to return to nominating point-to-point transportation service at the next applicable nomination deadline.

*Effective Date: 05/01/1996 Status: Effective*

*FERC Docket: RP95-206-004*

**Second Revised Sheet No. 351** Second Revised Sheet No. 351 : Effective  
Superseding: Substitute First Revised Sheet No. 351

Sheet No. 351 is reserved for future use.

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FERC Docket: RP00- 229-000

**Fourth Revised Sheet No. 351A** Fourth Revised Sheet No. 351A : Effective  
Superseding: Third Revised Sheet No. 351A

GENERAL TERMS AND CONDITIONS (continued)

15. Agency Arrangements

A Shipper may delegate to a third party (Shipper's Agent) (a) authority to exercise certain or all rights and perform certain or all obligations set forth in one or more of the agreements entered into between Shipper and Transporter ("Delegated Agreements"); or (b) responsibility for electronic communication and linkage services, subject to the following conditions. A Shipper may delegate to as many third parties as it deems necessary, the specific rights and obligations set forth in (a) and (b) above, pursuant to the terms and conditions of the respective Agency Authorization Agreement and the terms and conditions of the underlying Delegated Agreements. A Shipper may not delegate to more than one third party the same rights and/or obligations for a Delegated Agreement(s), pursuant to the terms and conditions of the applicable Agency Authorization Agreement.

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FERC Docket: RP02-436-000

**Fourth Revised Sheet No. 352** Fourth Revised Sheet No. 352 : Effective  
Superseding: Third Revised Sheet No. 352

GENERAL TERMS AND CONDITIONS (continued)

- (a) Transporter, Shipper and Shipper's Agent to whom Shipper is delegating its responsibilities must enter into an Agency Authorization Agreement in one of the forms provided in this tariff: (i) Agency Authorization Agreement; or (ii) Agency Authorization Agreement for Electronic Data Interchange. Such Agency Authorization Agreement must be submitted to Transporter, via PASSKEY, at least two (2) days prior to the requested effective date. Any changes to the Agreement must be submitted (i) via PASSKEY to Transporter and (ii) in writing to operators at the receipt and delivery points through which the delegated transportation or storage service is received two (2) days prior to the effective date of the requested change. Shipper's Agent shall have all rights and obligations under the Delegated Agreements as set forth in the Agency Authorization Agreement. Shipper's delegation to its Agent(s) pursuant to this Section 15 shall not confer to either Shipper or Shipper's Agent(s) rights outside of or in contravention of the Terms and Conditions of the Delegated Agreements.
- (b) Transporter may rely on communications and actions of Shipper's Agent that are within the scope of the applicable Agency Authorization Agreement. Such communications with, and actions by, the Shipper's Agent shall be deemed communications with or actions by Shipper. Shipper shall indemnify and hold Transporter harmless from suits, actions, costs, losses and expenses (including, without limitation, attorney's fees) arising from claims associated with Transporter's reliance on such communications and actions of Shipper's Agent. If Shipper's Agent fails to meet such obligations under the Delegated Agreements, then, without Transporter being obligated to proceed against Shipper's Agent, Shipper shall be liable for all obligations under the Delegated Agreements.
- (c) A third party may administer and aggregate rights under multiple Delegated Agreements as the designated agent for one or more Shippers; provided however, that such agent (1) shall separately administer and account for each such Delegated Agreement, including without limitation submitting nominations and calculating any imbalances, (2) shall utilize such Delegated Agreements for the transportation, storage, supply aggregation, balancing or title transfer tracking of gas for only those Shippers that have delegated the rights and obligations under their Delegated Agreements, and (3) shall utilize a Transportation Contract authorized under Rate Schedule FT-GS for the transportation of gas solely for the delegating FT-GS Shipper.

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FERC Docket: RS92- 23-012

Original Sheet No. 353 Original Sheet No. 353 : Effective

GENERAL TERMS AND CONDITIONS (continued)

IV. MEASURING EQUIPMENT

1. Measuring Station: With respect to gas received or delivered under a Transportation Contract, unless otherwise agreed upon, all measuring facilities shall be installed, if necessary, owned, maintained and operated by Transporter or Transporter's designee near the Receipt Point(s) and Delivery Point(s). The Heating Value of natural gas delivered shall be measured and determined in accord with Article II of the General Terms and Conditions.
  - (a) Orifice Meters. Orifice meters, if used, shall be installed, and gas volumes computed, in accordance with American National Standard Bulletin ANSI/API 2530. Orifice Metering of Natural Gas, dated September, 1985 and any modification and amendments thereof, and shall include the use of flange connections and straightening vanes.
  - (b) Positive Displacement Meters. Diaphragm or rotary meters, if used, shall be installed, and volumes computed, in accordance with generally accepted industry practices.
  - (c) Turbine Meters. Turbine meters, if used, shall be installed, and volumes computed, in accordance with American Gas Association report 7 dated November, 1984 and any modifications and amendments thereof.
  - (d) Electronic Flow Computers. Electronic or other types of flow computers if used shall be installed, and volumes calculated in accordance with generally accepted industry practices. Transporter will install electronic measurement and communications equipment at receipt points at which flows exceed 2,000 Dth/d and at delivery points where deliveries exceed 1,000 Dth/d.
  - (e) New Measurement Techniques. If at any time a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted upon mutual agreement thereto by the parties.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 354 Original Sheet No. 354 : Effective

GENERAL TERMS AND CONDITIONS (continued)

2. Check measuring equipment. Check measuring equipment shall be limited to one Transporter, one Shipper and one Operator where each may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of the primary measuring equipment or the operation of the facility or the other party's measuring equipment.
3. Right to be present: Transporter, Shipper or Operator shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with another party's measuring equipment used in measuring or checking the measurement of deliveries of gas under a gas sales or transportation contract. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the others its records, together with calculations therefore, for inspection and verification, subject to return within ten days after receipt thereof.
4. Care required: All installations of measuring equipment applying to or affecting deliveries of gas shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by both parties in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the volume of gas delivered under the gas sales contract or the transportation contract.
5. Calibration and test of meters: The accuracy of Transporter's, Shipper's or Operator's measuring equipment shall be verified at reasonable intervals, and if requested, in the presence of representatives of Transporter, Shipper or Operator but no party shall be required to verify the accuracy of equipment more frequently than once in any thirty-day period. In the event that a party shall notify the others that it desires a special test of any measuring equipment the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any special test shall be borne by the requesting party if the measuring equipment tested is found to be in error by not more than two percent.

If, upon testing, any measuring equipment is found to be in error by not more than two percent, previous recordings of such equipment shall be considered accurate in computing deliveries of gas, but such equipment shall be adjusted at once to record accurately.

GENERAL TERMS AND CONDITIONS (continued)

If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent, at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen days.

6. Correction of metering errors--failure of meters: In the event a meter is out of service, or registering inaccurately, the volume of gas delivered shall be determined:
  - (a) by using the registration of any check meter or meters, if installed and accurately registering, or, in the absence of (a);
  - (b) by correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation, or in the absence of both (a) and (b);
  - (c) by estimating the quantity of the delivery by use of deliveries during periods under similar conditions when the meter was registering accurately.

7. Correction of metering errors - adjustments: A measurement data correction shall become a prior period adjustment (PPA) after the fifth (5th) business day following the production month.

NAESB Standard 2.3.14 (Version 1.8) states: Measurement data corrections should be processed within 6 months of the production month with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

8. Preservation of metering records: Transporter, Shipper and Operator shall each preserve for a period of at least one year all test data, charts and other similar records.

V. INVOICING

1. Monthly invoicing date: NAESB Standard 3.3.14 (Version 1.8) states: The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be prepared on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site.

Invoices may be rendered by mail or electronic communication. Transporter may render separate invoices for demand charges, commodity charges and cash-out charges.

2. Right of examination: Both Transporter and Shipper shall have the right to examine at any reasonable time the applicable books and records (or portions thereof) of the other, necessary to verify the accuracy of any statement made under or pursuant to the provisions of the gas service contract. Upon receipt of a request, the requestee will either send the relevant information to the requestor or will provide the requestor the right to review such information in the requestee's offices.

GENERAL TERMS AND CONDITIONS (continued)

VI. PAYMENTS

1. Monthly payment date: Shipper (or other payor) shall pay Transporter, at a bank designated by Transporter, so that payment is received and Transporter has available funds within ten (10) calendar days from the receipt of the invoice for the gas service purchased by Shipper during the preceding month and invoiced by Transporter pursuant to the provisions of this Tariff or the gas service contract. Transporter may extend the period for payment up to twenty-five (25) days from receipt of invoice for a Shipper that is a foreign governmental entity whose compliance with governmental statutes, rules or regulations require a period longer than 10 days to process invoices. Transporter may require any Shipper requesting an extended period for payment to provide certification that Shipper is an entity of a foreign government. Shipper (or Payor) shall provide Transporter (or Payee) with supporting documentation with any payment as well as the appropriate invoice number on the payment(s). Transporter shall apply the payment pursuant to the supporting documentation provided.
2. Remedies for nonpayment: Should Shipper fail to pay all of the amount of any invoice as herein provided when such amount is due, Shipper shall pay a Charge for Late Payment. Such Charge for Late Payment shall be determined by multiplying (a) the unpaid portion of the invoice, by (b) the ratio of the number of days from the due date to the date of actual payment to 365, by (c) the interest rate determined in accordance with Section 154.501 of the Commission's regulations. If such failure to pay continues for thirty (30) days after payment is due and Transporter has provided Shipper and the FERC with at least thirty (30) days notice that service will terminate due to the non-payment, Transporter in addition to any other remedy it may have under the service contract may terminate the service contract; provided, however, that if Shipper in good faith disputes the amount of any such invoice or part thereof and shall pay to Transporter such amounts as it concedes to be correct in addition to providing such remittance detail and documentation identifying the basis for the dispute; and, at any time within thirty (30) days after a demand made by Transporter, shall furnish good and sufficient surety bond guaranteeing payment to Transporter of the amount ultimately found due upon such invoice after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to terminate the gas service contract until a default is made in the conditions of such bond; provided further that should Shipper prevail on the dispute, Transporter shall reimburse Shipper for the cost of the surety bond.
3. Adjustment of underpayment, overpayment or error in invoicing: If it shall be found that Shipper has been overcharged or undercharged in any form whatsoever under the provisions of this Tariff or the service contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, then Transporter shall refund the amount of such overcharge and Shipper shall pay the amount of any such undercharge. Refund or payment shall be with interest, calculated in accord with Section 2 of this Article VI, assessed from the date that payment under the bill with the overcharge or undercharge was due Transporter. Any claim for an adjustment of an invoice shall include documentation of the error.

NAESB Standard 3.3.15 (Version 1.8) states: Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

GENERAL TERMS AND CONDITIONS (continued)

4. Time of payment extended if invoice delayed: If presentation of an invoice to Shipper is delayed after the 9th business day of the month, then the time of payment shall be extended accordingly unless the Shipper is responsible for the delay.

VII. POSSESSION OF GAS

As between Transporter and Shipper, Shipper shall be deemed to be in exclusive control and possession of the gas to be transported (i) prior to receipt by Transporter at the Receipt Point(s), (ii) after receipt by Transporter, when the gas is in the custody of Shipper or Shipper's designee for separation, processing or other handling, and (iii) after delivery by Transporter at the Delivery Point(s); otherwise, Transporter shall be in exclusive control and possession of the gas. The party which shall be in exclusive control and possession of the gas shall be responsible for all injury or damage caused thereby to any third party. In the absence of negligence or willful misconduct on the part of Transporter, Shipper waives any and all claims and demands against Transporter, its officers, employees or agents, arising out of or in any way connected with (i) the quality, use or condition of the gas after delivery from Transporter for the account of such Shipper and (ii) any losses or shrinkage of gas during or resulting from custody of Shipper or Shipper's designee.

VIII. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS: ACTION ALERTS, CRITICAL DAYS, BALANCING ALERTS, AND HYDROCARBON DEWPOINT LIMITATIONS

1. Pressure of Deliveries: With respect to all deliveries by Transporter, Transporter shall make deliveries at Shipper's designated delivery points as nearly as practicable at Transporter's line pressure; provided that the minimum pressure shall be as stated in Shipper's Transportation Service agreement and shall not be less than 100 pounds per square inch gauge.
2. Operational Flow Orders: Transporter shall have the right to issue Operational Flow Orders (OFOs) as specified in this Section to Shippers, Shippers' Agents, point operators, and/or Balancing Agreement Holders (referred to collectively as "OFO Recipients"). As stated in NAESB Standard 1.2.6 (Version 1.8), an Operational Flow Order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service. Whenever a transportation service provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.

GENERAL TERMS AND CONDITIONS (continued)

- 2.1 Preliminary Notifications/Follow-up Reports: Transporter shall provide, via posting on PASSKEY, prior notice to all OFO Recipients of upcoming system events such as anticipated weather patterns and operational problems which may necessitate the issuance of an OFO. On a quarterly basis, Transporter will provide every OFO Recipient that was affected by an OFO during the previous quarter, and will file with the FERC, a written report which details the underlying causes which warranted the issuance of the OFOs during the quarter and explains why the actions required by the OFO were necessary to alleviate the identified problems.
- 2.2 Applicability of OFO: Transporter shall make an OFO as localized as is reasonably practicable based on Transporter's good faith and reasonable judgement concerning the situations requiring remediation such that an OFO will be directed (a) first to OFO Recipients causing the problem necessitating the OFO or transporting gas in the area of the system in which there is an operational problem, and (b) second to those OFO Recipients transporting gas in the area of the system where action is required to correct the problem necessitating the OFO. Prior to the issuance of an OFO, Transporter will attempt, if sufficient time exists, to alleviate the situation necessitating the OFO through the application of the scheduling and curtailment provisions in Article III of these General Terms and Conditions. Transporter will tailor the OFO to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in Sections 3, 4 and 5.
- 2.3 Notice: As stated in NAESB Standard 5.3.34 (Version 1.8), Transportation Service Providers should provide affected parties with notification of intraday bumps, operational flow orders and other critical notices through the affected party's choice of Electronic Notice Delivery mechanism(s). As stated in NAESB Standard 5.2.2 (Version 1.8), "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet, E-mail and/or EDI/EDM. Pursuant to NAESB Standards 5.3.34 and 5.2.2, Transporter shall issue notice of all OFOs to the affected OFO Recipient via PASSKEY, e-mail or EDI/EDM, at the OFO Recipient's election. In addition, Transporter shall notify the OFO Recipient of issuance of an OFO via telephone. Concurrent with notice to the OFO Recipient, all OFOs shall be posted on PASSKEY. The OFO will set forth (a) the time and date of issuance, (b) the actions the OFO Recipient, is required to take, (c) the time by which the OFO Recipient must be in compliance with the OFO, (d) the anticipated duration of the OFO, and (e) any other terms which Transporter may reasonably require to ensure the effectiveness of the OFO. Each OFO Recipient must designate one or more persons, but not more than three persons, for Transporter to contact on operating matters at any time, on a 24-hour a day, 365-day a year basis. Such contact persons must have adequate authority and expertise to deal with such operating matters. If Transporter cannot contact any OFO Recipient due to its failure to designate a contact person or because such contact person is unavailable, such OFO Recipient shall be solely responsible for any consequences which could have been prevented by communication.

GENERAL TERMS AND CONDITIONS (Continued)

3. Action Alerts: In the event that Transporter determines that due to (i) an ongoing or anticipated weather event, (ii) a known equipment problem, or (iii) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the system integrity is jeopardized or Transporter's ability to render firm service is threatened, Transporter may issue an Action Alert as set out herein to forestall the development of the situation.
  - 3.1 Issuance of Alert: Action Alerts will be noticed in accord with the procedures set forth in Section 2.3 and will be issued in two steps. A minimum of 48 hours prior to the time that the OFO Recipient must take the action specified in the Alert, Transporter will issue a notice which informs the OFO Recipient of the known or anticipated problem on the system, the action it will be required to take, and the anticipated time at which it will be required to take the action. The OFO Recipient will be expected to take preliminary actions to assist Transporter in avoiding a system problem. A minimum of 30 hours prior to the time that the OFO Recipient is required to take the designated action, Transporter will issue specified action instructions. Conformance with these instructions will be mandatory. Transporter, when practicable, will issue the action instructions such that the time of mandatory conformance will correspond with the beginning of the gas day.
  - 3.2 Requested Actions: Upon issuance of an Action Alert, Transporter can request that an OFO Recipient take any of the following actions, or other similar actions, to the extent that such actions would alleviate the situation:
    - (a) increase or decrease injections into the system at specified receipt areas:
    - (b) begin withdrawals from system storage or decrease injections into system storage; and/or;
    - (c) bring the nominations at specified delivery areas within designated balancing tolerances.
  - 3.3 Compliance: An OFO Recipient must comply with an Action Alert within the time period set forth therein unless the OFO Recipient is able to demonstrate that such compliance (a) is not within its physical control or capability; (b) is prevented by operating conditions on a third party system which are beyond its control; (c) is precluded by contractual restrictions with persons other than Transporter; and/or (d) is prevented due to a force majeure event as defined in Article X of Transporter's General Terms and Conditions. Provided that the OFO Recipient shall make a good faith effort to comply with any such OFO, including seeking waivers of any contractual limits with third parties or modifications of operating conditions on third party systems. OFO Recipient shall notify Transporter immediately if it believes that it is excused from compliance with the OFO for any of the above stated reasons, and shall provide Transporter with documentation sufficient to support its basis for non-compliance.

GENERAL TERMS AND CONDITIONS (continued)

- 3.4 Penalties: If a customer fails to comply with an Action Alert, it shall be subject to a charge equal to \$0.2198 each dekatherm of gas by which it deviates from the requirements of the Action Alert. A customer will not incur any Action Alert charges if (a) such charges would not have been incurred but for its compliance with a Action Alert notice, (b) it can demonstrate to Transporter's satisfaction that its noncompliance with the Action Alert notice resulted in a benefit to the system, or (c) the volumes subject to the Action Alert charges were traded with an offsetting imbalance pursuant to the provisions of Rate Schedules LMS-MA and LMS-PA and the customer can demonstrate to Transporter's satisfaction that such trade resulted in a benefit to the system and that such trade did not result in the customer transporting gas through the Action Alert area.
- 3.5 Liability of Transporter: Transporter shall not be liable for interruption or curtailment of firm services in connection with an OFO unless the interruption or curtailment was the direct result of Transporter's negligence or willful misconduct. Otherwise, Transporter shall not be liable for any costs incurred by an OFO Recipient in complying with an OFO including any damages that result from any party failing to comply promptly and fully with an OFO. A noncomplying party shall indemnify Transporter against any claims of liability.
- 3.6 Unilateral Action: In the event (a) of non-response to an OFO, or (b) the actions taken thereunder are insufficient to correct the system problem for which it was issued, or (c) there is insufficient time to carry out the procedures with respect to Action Alerts, Transporter may periodically take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Transporter's system (or any portion thereof). For purposes of this section, the operational integrity of Transporter's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance (including the capability and performance of storage fields), the overall operating performance of the entire physical system as an entity (or any portion thereof) and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas delivered.
4. Critical Days: Transporter may call a Critical Day for all or part of its system provided that the conditions specified in this Section are met. The Critical Day shall be as localized as is reasonably practicable based on Transporter's good faith and reasonable judgment, beginning with individual points, followed by contracts, segments, zones and up to the entire system.
- 4.1 Critical Day One: In the event that Transporter determines, in its sole discretion, that due to the existence of one or more of the conditions set forth below, action is necessary to forestall the deterioration of operational conditions on its system, Transporter may call a Critical Day One. The conditions are:
- (a) Transporter has allocated limited capacity pursuant to Article III, Section 6 of the General Terms and Conditions and Shippers are in contravention of such capacity allocation;
  - (b) Transporter's operational storage levels are below 10% or above 90% of the total operational storage balance; and
  - (c) Transporter is experiencing loss or an inability to maintain line pack.

GENERAL TERMS AND CONDITIONS (Continued)

- 4.2 Critical Day Two: In the event that Transporter determines, in its sole discretion, that two or more of the conditions set forth in Section 4.1 above exist, or that issuance of a Critical Day One has failed to cure the conditions that necessitated Transporter calling a Critical Day One, Transporter may call a Critical Day Two.
- 4.3 Notice/Follow-up Reports: Transporter may call a Critical Day by posting notice of the Critical Day on PASSKEY no later than 10:00 p.m. CCT to be effective by 9:00 a.m. CCT for the following gas day. In the event that Transporter determines that it must call a Critical Day Two due to failure of a Critical Day One to cure the conditions, Transporter shall call a Critical Day Two to be effective no earlier than 9:00 a.m. CCT for the gas day following the gas day that Critical Day One was in effect. In addition, Transporter shall notify the customer of issuance of a Critical Day via telephone. At customers' election and if the customers have provided Transporter with e-mail addresses, Transporter shall also provide notice of a Critical Day via e-mail to the affected customers. The Critical Day Notice will set forth (a) the time and date of issuance, (b) the time and date of its effectiveness, (c) whether it is a Critical Day One or Critical Day Two, (d) the affected area, (e) the actions that Transporter's customers are required to take in that area, (f) the anticipated duration, and (g) any other terms which Transporter may reasonably require to ensure the effectiveness of the Critical Day. For purposes of this Section 4, Transporter's customers are defined as any party who has executed a service agreement on Transporter's system, including transportation agreements, storage agreements, supply aggregation agreements, park and loan agreements, and balancing agreements, or their respective agents. On a quarterly basis, Transporter will provide a written report for Critical Days in the same manner as the reports required in Section 2.1.
- 4.4 Required Action: Upon issuance of a Critical Day, Transporter can request that customers adjust their nominations and receipt and/or delivery flow to equal a stated tolerance which shall be no less than their scheduled quantities, plus or minus the greater of 2% or 500 dth. Transporter can further require customers to adjust its hourly quantities such that the customer will deliver and receive gas in uniform hourly quantities during the day. Transporter can further require a customer taking service pursuant to Rate Schedule NET to adjust its hourly quantities such that the customer will deliver and receive gas under Rate Schedule NET in uniform hourly quantities during the day.
- 4.5 Compliance: An OFO Recipient must comply with a Critical Day within the time period set forth therein unless the OFO Recipient is able to demonstrate that such compliance (a) is not within its physical control or capability; (b) is prevented by operating conditions on a third party system which are beyond its control; (c) is precluded by contractual restrictions with persons other than Transporter; and/or (d) is prevented due to a force majeure event as defined in Article X of Transporter's General Terms and Conditions. Provided that the OFO Recipient shall make a good faith effort to comply with any such OFO, including seeking waivers of any contractual limits with third parties or modifications of operating conditions on third party systems. OFO Recipient shall notify Transporter immediately if it believes that it is excused from compliance with the OFO for any of the above stated reasons, and shall provide Transporter with documentation sufficient to support its basis for non-compliance.

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**Sub Third Revised Sheet No. 361** Sub Third Revised Sheet No. 361 : Effective  
Superseding: First Revised Sheet No. 361

GENERAL TERMS AND CONDITIONS (continued)

- 4.6 Penalties: If a customer fails to comply with a Critical Day One, it shall be subject to a charge equal to \$5.00 plus the applicable Regional Daily Spot Price for each dekatherm of gas by which it deviates from the requirements of the Critical Day. Regional Spot Price means the highest spot price published in Gas Daily for the day(s) on which, and for the region(s) in which, the Critical Day is in effect; provided that if the Critical Day is in effect on days on which no Gas Daily is published, the applicable price(s) reflected in the most recently published Gas Daily shall be used in assessing the charge. If a customer fails to comply with a Critical Day Two, it shall be subject to a charge equal to \$10.00 plus the applicable Regional Daily Spot Price for each dekatherm of gas by which it deviates from the requirements of the Critical Day. A customer will not incur any Critical Day charges if (a) such charges would not have been incurred but for its compliance with a Critical Day notice, (b) it can demonstrate to Transporter's satisfaction that its noncompliance with the Critical Day notice resulted in a benefit to the system, or (c) the volumes subject to the Critical Day charges were traded with an offsetting imbalance pursuant to the provisions of Rate Schedules LMS-MA and LMS-PA and the customer can demonstrate to Transporter's satisfaction that such trade resulted in a benefit to the system and that such trade did not result in the customer transporting gas through the Critical Day area.
5. Balancing Alerts: In the event that, in Transporter's judgement, the Action Alerts under Section 3 and Critical Days under Section 4 are not sufficient to address the situation fully or under circumstances in which the operational integrity of the system is more severely threatened, Transporter may issue Balancing Alerts.
- 5.1 Issuance of Alert: Balancing Alerts will be noticed in accord with the procedures set forth in Section 2.3 and will be issued a minimum of eight hours prior to the required action.
- 5.2 Required Actions: Balancing Alerts can be issued to effect any of the following:
- (a) adjustments of transportation nominations such that their receipt and/or delivery flow equals their scheduled quantities;
  - (b) restrictions on Balancing Agreements such that balancing parties will be required to assure that their scheduled quantities equal their flows or that receipts and deliveries fall within the tolerance level designated in the Alert ("OFO daily tolerance");
  - (c) restrictions of deliveries to a specific point or points covered by a balancing agreement to the aggregate Transportation Quantity under the firm transportation agreements with primary delivery points at the effected locations ("OFO daily tolerance");
  - (d) adjustments of hourly quantities such that the OFO Recipient must deliver and receive gas in uniform hourly quantities.

GENERAL TERMS AND CONDITIONS (continued)

- 5.3 Compliance: An OFO Recipient must comply with a Balancing Alert within the time period set forth therein unless the OFO Recipient is able to demonstrate that such compliance (a) is not within its physical control or capability; (b) is prevented by operating conditions on a third party system which are beyond its control; (c) is precluded by contractual restrictions with persons other than Transporter; and/or (d) is prevented due to a force majeure event as defined in Article X of Transporter's General Terms and Conditions. Provided that the OFO Recipient shall make a good faith effort to comply with any such OFO, including seeking waivers of any contractual limits with third parties or modifications of operating conditions on third party systems. OFO Recipient shall notify Transporter immediately if it believes that it is excused from compliance with the OFO for any of the above stated reasons, and shall provide Transporter with documentation sufficient to support its basis for non-compliance.
- 5.4 Penalties: If a Shipper, point operator, and/or OBA Holder fails to comply with a Balancing Alert it will be subject to a charge equal to \$15.00 plus the applicable Regional Daily Spot Price for each dekatherm of gas by which it deviates from the requirements of the Balancing Alert; provided that an OFO Recipient at a point at which flows are not subject to electronic flow monitoring will not be assessed the \$15.00/dth charge for any volumes by which it exceeds the requirements of the OFO during the first day the OFO is in effect; provided further that an OFO Recipient shall not incur any charges or penalties if (a) such charges or penalties would not have been incurred but for its compliance with a Balancing Alert, including any preliminary action taken in response to a warning issued by Transporter as a precondition to a Balancing Alert, or (b) it can demonstrate to Transporter's satisfaction that its noncompliance with the OFO resulted in a benefit to the system. "Regional Daily Spot Price" means the highest spot price published in Gas Daily for the day(s) on which, and for the region(s) in which, the Balancing Alert is in effect; provided that if the Balancing Alert is in effect on days on which no Gas Daily is published, the applicable price(s) reflected in the most recently published Gas Daily shall be used in assessing the charge.
- 5.5 Liability of Transporter: Transporter shall not be liable for interruption or curtailment of firm services in connection with an OFO unless the interruption or curtailment was the direct result of Transporter's negligence or willful misconduct. Otherwise, Transporter shall not be liable for any costs incurred by an OFO Recipient in complying with an OFO including any damages that result from any party failing to comply promptly and fully with an OFO. A noncomplying party shall indemnify Transporter against any claims of liability.
- 5.6 Unilateral Action: In the event (a) of non-response to an OFO, or (b) the actions taken thereunder are insufficient to correct the system problem for which it was issued, or (c) there is insufficient time to carry out the procedures with respect to Balancing Alerts, Transporter may periodically take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Transporter's system (or any portion thereof). For purposes of this section, the operational integrity of Transporter's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance (including the capability and performance of storage fields), the overall operating performance of the entire physical system as an entity (or any portion thereof) and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas delivered.

GENERAL TERMS AND CONDITIONS (continued)

6. Hydrocarbon Dewpoint Operational Flow Orders (HDP OFO):
  - 6.1 Transporter shall impose a Hydrocarbon Dewpoint limitation below the Hydrocarbon Dewpoint Safe Harbor (by issuing an HDP OFO) at a receipt point or Monitoring Point if Transporter determines that such HDP OFO is necessary to avoid an event that threatens the operational integrity of Transporter's System.
  - 6.2 Issuance of an HDP OFO: An HDP OFO will be noticed in accord with the procedures set forth in this Article VIII, Section 2.3 and will be issued a minimum of eight hours prior to the required action.
  - 6.3 Notwithstanding the above, an HDP OFO that reduces Transporter's Hydrocarbon Dewpoint Safe Harbor shall be applied in a manner consistent with the procedures set forth in Article II, Section 3.1(a).
  - 6.4 With respect to an HDP OFO that sets a Hydrocarbon Dewpoint limit below Transporter's Hydrocarbon Dewpoint Safe Harbor, Transporter shall post on PASSKEY within three Business Days a notice identifying the operational event giving rise to the HDP OFO with specificity, identifying the point(s) where the operational event threatened Transporter's operational integrity, identifying specific points upstream of the operational event and HDP Segments of Transporter's System affected by the HDP OFO. Transporter shall update this information as updates become available.
  - 6.5 Failure to comply with an HDP OFO: An OFO Recipient must comply with an HDP OFO within the time period set forth in the HDP OFO Notice. An OFO Recipient shall notify Transporter immediately if it believes that it is excused from compliance with the HDP OFO, and shall provide Transporter with documentation sufficient to support its basis for non-compliance. Failure of an OFO Recipient to comply with an HDP OFO or provide Transporter with support for non-compliance may subject an OFO Recipient to a charge equal to \$15.00 plus the applicable Regional Daily Spot Price for each dekatherm of gas it delivers to Transporter that deviates from the requirements of an HDP OFO.
  - 6.6 Unilateral Action: In the event (a) of non-response to an HDP OFO, or (b) the actions taken thereunder are insufficient to correct the HDP Problem for which it was issued, or (c) there is insufficient time to carry out the procedures with respect to an HDP OFO, Transporter may take unilateral action, including curtailment of pipeline services in accordance with these General Terms and Conditions, to maintain the operational integrity of Transporter's system (or any portion thereof). For purposes of this section, the operational integrity of Transporter's system shall encompass the preservation of physical assets and their performance and the ability to provide services at contracted levels.

GENERAL TERMS AND CONDITIONS (conditions)

IX. WARRANTY OF TITLE TO GAS

This Section shall apply to all transportation service unless otherwise provided in the applicable Rate Schedule or transportation contract. Shipper warrants for itself, its successors and assigns, that it will have, at the time of delivery of gas for transportation hereunder, good title or the good right to deliver the gas. Transporter warrants for itself, its successors and assigns, that the gas it warrants hereunder shall be free and clear of all liens, encumbrances and claims whatsoever, that each will have at such time of delivery good right and/or title to deliver the gas, that each will indemnify the other and save it harmless from all suits, actions, debts, accounts, dangers, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable for such delivery of gas and that each will indemnify the other and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by and the obligation of the party making such delivery. If Shipper's title or right to deliver gas to be transported is questioned or involved in any action, Shipper shall not qualify for or shall be ineligible to continue to receive service until such time as Shipper's title or right to deliver is free from question; provided, however, Transporter shall allow Shipper to qualify for or continue receiving service under this Tariff if Shipper furnishes a bond satisfactory to Transporter. Title to the gas received by Transporter at the Receipt Point(s) shall not pass to Transporter and title to gas delivered for fuel and use quantities shall pass to Transporter at the Receipt Point(s).

X. EXCUSE OF PERFORMANCE

1. Relief from liability: Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any (1) maintenance, construction, tests, rehabilitation, repairs on pipelines or (2) force majeure events, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, explosions or accidents to machinery or wells or lines of pipe, line or well freezeups, partial or total failure or unavailability of capacity, inability to obtain or unavoidable delay in obtaining materials, supplies, equipment, permits or labor to perform or comply with any obligations or conditions of an agreement, inability to obtain access to rights-of-way,

GENERAL TERMS AND CONDITIONS (continued)

the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means. Nor shall Transporter or Shipper be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any other cause, whether of the kind herein enumerated, or otherwise, which, by the exercise of due diligence, such party is unable to prevent or overcome. Transporter or Shipper (1) shall exercise reasonable diligence to schedule maintenance so as to minimize or avoid service interruptions and (2) shall not schedule routine, non-emergency maintenance except during the period between May 1 and November 1, which action shall not be an excuse of performance or event as defined under this section. No later than fifteen days prior to the scheduled activity, Transporter will post on PASSKEY a tentative schedule of planned maintenance, construction, test, rehabilitation or repair activities to be performed which Transporter anticipates may cause Transporter to fail to tender delivery of Shipper's scheduled quantities of gas. The schedule will include the dates the activities are scheduled to begin and end as well as the portions of the system and capacity expected to be affected. Transporter will endeavor to perform the activities in accordance with the posted schedule.

2. Liabilities not relieved: Such causes or contingencies affecting the performance of a gas sales, transportation or storage contract by either party, as defined in Section 1 shall not relieve such party of liability in the event of its failure to use due diligence to remedy the situation and remove the causes or contingencies affecting the performance of said contract, nor shall such causes or contingencies relieve either party from its obligations to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on. The inability to obtain and resell gas supply at a profit shall not relieve either party of contractual obligations. Nothing contained herein shall be construed to require either party to settle or prevent a strike or other controversy with employees or with anyone purporting or seeking to represent employees or a controversy with a landowner.
3. Limitation on Liability: Any limitations on Transporter's liability contained in the Sub-Licensing Agreement provided to a Shipper or a Balancing Agreement holder in connection with service pursuant to the PASSKEY License Agreement shall be subordinate to the liability provisions contained in this Article X of Transporter's General Terms and Conditions.

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FERC Docket: RP95-112-009

**Second Sub Original Sheet No. 363A** Second Sub Original Sheet No. 363A : Effective

GENERAL TERMS AND CONDITIONS (continued)

4. Termination of contracts: If either Transporter or Shipper shall fail to perform a material covenant or obligation imposed upon it by the gas sales, transportation, or storage contract, subject to the applicable provisions of this FERC Gas tariff, then in such event the other party may at its option terminate said contract by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the contract and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the contract, and if within said period of thirty days the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and the contract shall continue in full force and effect. In case the party in default

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Superseding: Fourth Revised Sheet No. 364

GENERAL TERMS CONDITIONS (continued)

does not so remedy and remove the cause or causes or does not indemnify the party giving the notice for any and all consequences of such breach, within said period of thirty days, the contract shall terminate; provided, however, that Transporter may not terminate the contract until it has obtained the authorization required by valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction. Any cancellation of the contract pursuant to the provisions of this paragraph shall be without prejudice to the right of Transporter to collect any amounts then due to it for natural gas service rendered prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any gas which it has not received but for which (i) it has paid or (ii) with respect to transportation service, it has delivered to Transporter for transportation, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the contract.

XI. NOTICES

Except when the Gas Transportation or Storage Agreements or the General Terms and Conditions of Transporter's FERC Gas Tariff require or allow for communication via PASSKEY, any communication, notice, request, demand, statement, or bill provided for in the FERC Gas Tariff or in a service agreement or any notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered, or delivered when mailed by either postage prepaid registered or ordinary mail or when sent by telegram, cable, telecopy, telex, electronic mail, or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known post office address, or at such other address as either party may designate.

XII. MODIFICATION

Unless otherwise expressly provided in Transporter's Rate Schedules, General Terms and Conditions or service agreements, no modification of the terms and provisions of a service agreement shall be made except by electronic execution by both parties or by execution of a written amendment, provided that facsimile copies shall be equivalent to original writings.

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FERC Docket: RP95-112-009

**Second Sub 1st Revised Sheet No. 365** Second Sub 1st Revised Sheet No. 365 : Effective  
Superseding: Sub Original Sheet No. 365

GENERAL TERMS AND CONDITIONS (conditions)

XIII. NONWAIVER AND FUTURE DEFAULT

No waiver by either Transporter or Shipper (or other party) of any one or more defaults by the other in the performance of any provisions of a service contract shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

XIV. SCHEDULES AND CONTRACT SUBJECT TO REGULATION AND CHANGE

This FERC Gas Tariff, including these General Terms and Conditions, and the respective obligations of the parties under any service contract are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and are subject to change from time to time by addition, amendment or substitution as provided by law.

XV. OPERATING INFORMATION AND ESTIMATES

At Transporter's request, any Shipper which has executed a gas sales, transportation or storage contract with Transporter will furnish to Transporter estimates of the daily, monthly and annual quantities of natural gas which Shipper desires Transporter to furnish to Shipper or transport for Shipper for the following two (or more) years.

XVI. CHANGE IN RATE SCHEDULES

1. Incremental Services - A Shipper receiving service under an incrementally priced Rate Schedule certificated under Part 157 of the Commission Regulations may elect to convert such service to service provided pursuant to Part 284 of the Commission's Regulations under Transporter's Rate Schedule NET-Part 284 upon the effective date of the tariff provisions filed in Docket No. RS92-23. Such converting Shipper shall pay a rate comprised of its currently effective incremental rate plus all applicable surcharges assessed under Rate Schedule FT-A.

GENERAL TERMS AND CONDITIONS (continued)

2. A Shipper receiving service under an individually certificated Section 7(c) transportation service, the costs of which have been rolled into system-wide costs, may elect to have such service conducted under Rate Schedule FT-A, effective upon the implementation date in Docket No. RS92-23.

XVII. CONSTRUCTION OF RECEIPT AND DELIVERY FACILITIES

1. Transporter shall have no obligation to construct, modify or rearrange Tap Facilities or Tap and Connecting Facilities to perform any service for a requesting party. For the purposes of this Article XVII, "Tap Facilities" shall include, but not be limited to, receipt and delivery taps, block and check valves, electronic gas measurement, communication equipment, and flange. "Connecting Facilities" shall include laterals, interconnecting pipeline, metering, compression, flow regulators and pressure regulators other than the Tap Facilities. "Lateral" shall mean any pipeline extension of Transporter (other than a mainline extension) built by Transporter from Transporter's existing pipeline facility to deliver gas to one or more customers, including new delivery points and enlargements or replacements of existing laterals. "Construction" shall mean the construction, modification or rearrangement by Transporter or its designee of Tap Facilities or Tap and Connecting Facilities to perform any service, including any Tap Facilities or Tap and Connecting Facilities necessary for Transporter to receive gas from, deliver gas to, or measure any gas received from or delivered to any party requesting Transporter's construction of such facilities.
2. All requests for the Construction of Tap Facilities or Tap and Connecting Facilities shall be handled by Transporter in a manner which is not unduly discriminatory. In the event that Transporter determines that it will construct facilities that will result in the expansion of its pipeline system, Transporter will offer the proposed expansion capacity to all Shippers on a non-discriminatory basis.
3. In the event that Transporter agrees to the Construction of Tap Facilities or Tap and Connecting Facilities, any agreement to construct, modify or rearrange such Tap Facilities or Tap and Connecting Facilities shall be conditioned as follows:
  - 3.1 The Tap Facilities or Tap and Connecting Facilities shall be installed at a point(s) which, in Transporter's reasonable judgment, is the most practical, convenient and readily accessible location; provided, however, Transporter shall not deny requesting party's proposed point(s) without adequate operational, environmental or legal justification; and
  - 3.2 The requesting party shall provide support for any regulatory authorization or permitting requirements necessary to support the Tap Facilities or Tap and Connecting Facilities at any duly authorized federal, state or government agency having jurisdiction including, but not limited to, all exhibits required by an application for FERC authorization; and
  - 3.3 The terms and conditions of the Construction of the Tap Facilities or Tap and Connecting Facilities shall be mutually agreed to by Transporter and the requesting party and set forth in a facilities agreement. Nothing herein precludes requesting party or requesting party's designee from constructing the Connecting Facilities; and
  - 3.4 The ownership, operation and maintenance of the Tap Facilities or Tap and Connecting Facilities shall be mutually agreed to by Transporter and the requesting party and set forth in a facilities agreement. Nothing herein precludes requesting party or requesting party's designee from owning the Connecting Facilities.

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FERC Docket: RP03-229-001

**Sub Second Revised Sheet No. 366A** Sub Second Revised Sheet No. 366A : Effective

Superseding: First Revised Sheet No. 366A

GENERAL TERMS AND CONDITIONS (continued)

4. Subject to the provisions of Section 3 above, Transporter shall construct, modify or rearrange Tap Facilities or Tap and Connecting Facilities for any requesting party who agrees to pay Transporter for the cost of such Construction as set forth in a facilities agreement and which may also be set forth in a Transportation Service Agreement. On a not unduly discriminatory basis, Transporter may condition its Construction of Tap Facilities or Tap and Connecting Facilities on payment from the requesting party of any or all costs which are directly related to the Construction of the Tap Facilities or Tap and Connecting Facilities and which arise prior to the in-service date of the facilities ("Related Costs"). These Related Costs include, but are not limited to, operating and maintenance expenses, administrative and general expenses, taxes other than income taxes, depreciation costs and the time value of money as set forth in a facilities agreement. In any agreement for the Construction of Tap Facilities or Tap and Connecting Facilities, Transporter and the requesting party shall mutually agree to one or a combination of the following methods of payment:
  - 4.1 Unless otherwise agreed, the requesting party shall pay Transporter for the costs of Construction and any applicable Related Costs prior to the commencement of Construction of the Tap Facilities or Tap and Connecting Facilities. On a basis which is not unduly discriminatory, Transporter also may require the requesting party to pay a gross-up for state and federal income taxes. These costs may also be set forth in a Transportation Service Agreement. For requesting parties paying Transporter in accordance with this Section 4.1, service shall not commence at the Tap Facilities or Tap and Connecting Facilities until all costs of Construction and applicable Related Costs have been paid by the requesting party to Transporter.
  - 4.2 The requesting party shall pay Transporter over time for the costs of Construction and any applicable Related Costs including the time value of money. On a basis which is not unduly discriminatory, Transporter also may require the requesting party to pay a gross-up for state and federal income taxes. These costs shall also be set forth in a Transportation Service Agreement. A requesting party paying Transporter in accordance with this Section 4.2 is not required to pay for all costs of Construction and any Related Costs prior to the commencement of service at the Tap Facilities or Tap and Connecting Facilities.
5. On a not unduly discriminatory basis, Transporter may agree to pay for all or part of the costs for the Construction of Tap Facilities or Tap and Connecting Facilities if the Construction is economically or operationally beneficial to Transporter. Transporter shall post notice of any such subsidy on PASSKEY for a period of thirty (30) days following any such agreement. In determining economic or operational benefit, Transporter may utilize, among other criteria, the following criteria:

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**Third Revised Sheet No. 366B** Third Revised Sheet No. 366B : Effective

Superseding: Second Revised Sheet No. 366B

GENERAL TERMS AND CONDITIONS (continued)

- 5.1 The costs for the Construction of the Tap Facilities or Tap and Connecting Facilities;
  - 5.2 The incremental throughput and/or revenues attributable to the Tap Facilities or Tap and Connecting Facilities;
  - 5.3 The incremental operating and maintenance expenses attributable to the Tap Facilities or Tap and Connecting Facilities;
  - 5.4 The incremental administrative and general expenses attributable to the Tap Facilities or Tap and Connecting Facilities;
  - 5.5 The incremental tax expenses attributable to the Tap Facilities or Tap and Connecting Facilities;
  - 5.6 The marketability of the capacity associated with the Tap Facilities or Tap and Connecting Facilities;
  - 5.7 The location of the markets associated with the Tap Facilities or Tap and Connecting Facilities;
  - 5.8 The interruptible versus firm nature of the transportation service;
  - 5.9 The availability of capital funds on terms and conditions acceptable to Transporter;
  - 5.10 The time value of money;
  - 5.11 The increased system or operational reliability;
  - 5.12 The increased access to new supplies or markets;
  - 5.13 The increased flexibility.
6. In the event Transporter enters into an agreement with Requesting Party under Article XVII, Section 5.2, or Transporter agrees to pay for all or part of the cost for the construction of the Tap or Connecting Facilities and the Requesting Party is deemed uncreditworthy by Transporter, then in accordance with Article XXVIII, Section 4.9, Transporter may require an irrevocable letter of credit, or other mutually agreeable form of credit, from Requesting Party in an amount up to the cost, including Related Costs, of the Tap or Connecting Facilities until Transporter has been reimbursed for the cost of the facilities. Such credit assurance may be requested at any time prior to in-service of the facilities or thereafter to the extent mutually agreed to as a condition of the construction.
  7. Transporter shall not use the costs for the Construction of the Tap Facilities or Tap and Connecting Facilities incurred and reimbursed under any agreement pursuant to Section 4 above as either revenues or costs in establishing its general system rates.
  8. Nothing herein shall require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act; provided further, nothing in this Article shall prevent Transporter from contesting an application for service filed pursuant to Section 7(a).

Effective Date: 02/16/2003 Status: Effective

FERC Docket: GT02- 35-004

**Original Sheet No. 366C** Original Sheet No. 366C : Effective

GENERAL TERMS AND CONDITIONS (continued)

XVIII. RATE ZONE BOUNDARIES AND INCREMENTAL LATERALS

The boundaries of Transporter's rate zones for purposes of the rate schedules in this Tariff are as follows:

Louisiana Zone - Zone L - all points on the 500 Line upstream from the suction side of Station 534 in Purvis, Mississippi, including all points east of mainline valve 515 in Centerville, Louisiana and all points east of Vermillion 245 C on the Blue Water Header System; all points on the 800 Line upstream from the suction side of Compressor Station 834 in Winsboro, Louisiana, including all points on the west side of mainline valve 515 in Centerville, Louisiana; all points west of Vermillion 245 C on the southwest and west leg of the Blue Water Header System; all points on the Kinder-Sabine Line No. 800-1, and all points on Kinder-Natchitoches Line No. 501-1 south of Station 40 in Natchitoches, Louisiana.

Texas Zone - Zone 0 - all points on the 100 Line beginning in Texas, including all points on the Carthage Line No. 701-1, and ending at the suction side of Compressor Station 40 in Natchitoches, Louisiana.

Effective Date: 02/01/2007 Status: Effective

FERC Docket: CP07- 13-001

**Fifth Revised Sheet No. 367** Fifth Revised Sheet No. 367 : Effective

Superseding: Fourth Revised Sheet No. 367

GENERAL TERMS AND CONDITIONS (continued)

Southern Zone - Zone 1 - The portion of Transporter's 100 Line between the discharge side of Station 40 in Natchitoches, Louisiana and the suction side of Transporter's Compressor Station No. 87 in Portland, Tennessee; the portion of Transporter's 800 Line between the discharge side of Station 834 in Winsboro, Louisiana and the 800 Line suction side of Station 87 in Portland, Tennessee; the portion of Transporter's 500 Line between the discharge side of Station 534 in Purvis, Mississippi and the 500 Line suction side of Station 87 in Portland, Tennessee.

Central Zone - Zone 2 - between the discharge side of Transporter's Compressor Station No. 87 located in Sumner County, Tennessee, and either the suction side of Transporter's Compressor Station No. 114 located in Boyd County, Kentucky, or the point at which Transporter's Buffalo extension crosses the Ohio River.

Eastern Zone - Zone 3 - between the discharge side of Transporter's Compressor Station No. 114 located on the west bank of Big Sandy River in Boyd County, Kentucky, and the West Virginia terminus of Transporter's pipeline three miles east of Clendenin, West Virginia.

Northern Zone - Zone 4 - in the States of Ohio and Pennsylvania.

New York Zone - Zone 5 - in the States of New York and New Jersey.

New England Zone - Zone 6 - in the States of Connecticut, Massachusetts, New Hampshire and Rhode Island.

2. Incremental Laterals for the purposes of the Rate Schedules in this Tariff are as follows:

Tewksbury-Andover Lateral

The lateral pipeline extending from an interconnecting point at milepost 270B-102+1.53 on Tennessee's existing Concord Lateral in Middlesex County, Massachusetts eastward to the town of Andover in Essex County, Massachusetts as certificated in Docket No. CP04-60.

GENERAL TERMS AND CONDITIONS (continued)

XIX. OFF-SYSTEM CAPACITY

1. From time to time, Transporter may enter into transportation and/or storage agreements with other interstate and intrastate pipeline and storage companies ("off-system capacity"). In the event that Transporter acquires off-system capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers. In the event that Transporter uses off-system capacity to render service for its Shippers, it will only render service to Shippers on the acquired capacity pursuant to Transporter's FERC Gas Tariff and subject to Transporter's approved rates, as such tariff and rates may change from time to time. In the event that off-system capacity used to render service to Transporter's Shippers is subject to renewal limitations, as specified in a provider's tariff and/or as provided by FERC regulation, Transporter will indicate in any posting of capacity available for service any limitation to extension rights that will apply as a result of limitations on the off-system capacity. For purposes of transactions entered into subject to this Article XIX, the "Shipper must have title" requirement is waived.
2. Third Party Charges. Notwithstanding the provisions of Section 1 above, if Shipper and Transporter mutually agree, that Transporter shall, to provide service to shipper, use service which Transporter has contracted for with third party(s) pursuant to this Article XIX for the benefit of Shipper, Shipper shall pay Transporter, in addition to any applicable rates and charges pursuant to Transporter's FERC Gas Tariff, an amount up to the charges Transporter is obligated to pay such third party(s), which charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such charges shall be set forth as separate items on billings rendered to Shipper.
3. Any off-system capacity acquired by Transporter for the benefit of a Shipper which is not used by such Shipper, shall be offered to Transporter's other Shippers pursuant to Transporter's FERC Gas Tariff and subject to Transporter's approved rates, including any applicable third party charges, as such tariff and rates may change from time to time. Transporter will indicate in its posting of any off-system capacity available for service, whether any third party charges will apply to the use of such off-system capacity.

*Effective Date: 12/18/2009 Status: Effective*  
*FERC Docket: RP10-154-000*

**Second Revised Sheet No. 369** Second Revised Sheet No. 369  
Superseding: First Revised Sheet No. 369

Sheet No. 369 is Reserved for Future Use.

*Effective Date: 12/18/2009 Status: Effective*  
*FERC Docket: RP10-154-000*

**First Revised Sheet No. 370** First Revised Sheet No. 370  
Superseding: Original Sheet No. 370

Sheet No. 370 is Reserved for Future Use.

*Effective Date: 12/18/2009 Status: Effective*

*FERC Docket: RP10-154-000*

**First Revised Sheet No. 371** First Revised Sheet No. 371

Superseding: Original Sheet No. 371

Sheet No. 371 is Reserved for Future Use.

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*FERC Docket: RP10-154-000*

**First Revised Sheet No. 372** First Revised Sheet No. 372

Superseding: Original Sheet No. 372

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**First Revised Sheet No. 373** First Revised Sheet No. 373

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Sheet No. 373 is Reserved for Future Use.

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*FERC Docket: RP10-154-000*

**First Revised Sheet No. 374** First Revised Sheet No. 374

Superseding: Original Sheet No. 374

Sheet No. 374 is Reserved for Future Use.

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*FERC Docket: RP10-154-000*

**First Revised Sheet No. 375** First Revised Sheet No. 375  
Superseding: Original Sheet No. 375

Sheet No. 375 is Reserved for Future Use.

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*FERC Docket: RP10-154-000*

**First Revised Sheet No. 376** First Revised Sheet No. 376  
Superseding: Original Sheet No. 376

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*FERC Docket: RP10-154-000*

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Superseding: Original Sheet No. 377

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*FERC Docket: RP10-154-000*

**First Revised Sheet No. 378** First Revised Sheet No. 378

Superseding: Original Sheet No. 378

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*FERC Docket: RP10-154-000*

**First Revised Sheet No. 379** First Revised Sheet No. 379

Superseding: Original Sheet No. 379

Sheet No. 379 is Reserved for Future Use.

*Effective Date: 12/18/2009 Status: Effective*

*FERC Docket: RP10-154-000*

**First Revised Sheet No. 380** First Revised Sheet No. 380

Superseding: Original Sheet No. 380

Sheet No. 380 is Reserved for Future Use.

*Effective Date: 12/18/2009 Status: Effective*

*FERC Docket: RP10-154-000*

**First Revised Sheet No. 381** First Revised Sheet No. 381

Superseding: Original Sheet No. 381

Sheet No. 381 is Reserved for Future Use.

GENERAL TERMS AND CONDITIONS (continued)

XXI. RESEARCH, DEVELOPMENT AND DEMONSTRATION RATE ADJUSTMENT

The rates for Transporter's jurisdictional services shall be adjusted from time to time to reflect changes in Transporter's expenditures for Research, Development and Demonstration (RD&D), in accord with the procedures herein specified.

1. Filing of RD&D Rate Adjustment

- 1.1 Effective Rate after RD&D Rate Adjustment: The effective rates under Transporter's Rate Schedules as reflected in the Summary of Rates and Charges in Volume No. 1 of Transporter's FERC Gas Tariff shall be the Rates After Current Adjustment for each applicable rate schedule reflecting the Current RD&D Rate Adjustment under this Article XXI.
- 1.2 Effective Date of Adjustment: The Effective Date of Adjustment for each Current RD&D Rate Adjustment filed pursuant to Section 2 hereof shall be the date specified in Transporter's filing and shall be the first day of a month; provided, however, that Current RD&D Rate Adjustments shall be made effective no more frequently than semiannually. The Current RD&D Rate Adjustment shall become effective on the Effective Date of Adjustment without suspension; provided, however, that such Current RD&D Rate Adjustment shall be subject to reduction and refund of any portion found after hearing to be unjustified by a final and nonappealable Commission order. Any refunds under this Article shall include simple interest at the interest rate specified in Section 154.67 of the Commission's Regulations under the Natural Gas Act.
- 1.3 Filing Procedure: At least thirty days prior to the Effective Date of Adjustment, Transporter shall file with the Federal Energy Regulatory Commission and post, as defined by Section 154.16 of the Commission's Regulations, revised Tariff Sheets showing for each of Transporter's applicable Rate Schedules, the Base Tariff Rates and the Rates After Current Adjustment reflecting the Current RD&D Rate Adjustment determined in accord with this Article. Such filing shall include (1) detailed computations showing clearly the derivation of such current RD&D Rate Adjustment and (2) a statement as to the anticipated scope and objective of the RD&D and the relationship of such objective to the service for which the RD&D adjustment is to apply. Such supporting data shall be in lieu of any other data or supporting materials required by the Commission's Regulations under the Natural Gas Act. The filing by Transporter, or the making effective, of rate changes under procedures other than this Article shall have no effect upon the right and duty of Transporter to make changes under this Article.

GENERAL TERMS AND CONDITIONS (continued)

2. Determination of Current RD&D Rate Adjustment

- 2.1 Current RD&D Rate Adjustment: The Current RD&D Rate Adjustment shall be determined by dividing (1) the sum of (a) RD&D Expenditures Chargeable to Operations and (b) the Cost of Service for RD&D Expenditures in Rate Base by (2) Transporter's total system throughput and Gabe Plant deliveries for the Determination Period. The resulting quotient stated to the nearest one one-hundredth cent shall be the adjustment applicable to the commodity, single part, and excess withdrawal rates, and the unauthorized over-run rate for storage service, in the Rate Schedules in Volume No. 1 of Transporter's FERC Gas Tariff. A Current RD&D Rate Adjustment shall not be filed unless the amount thereof as thus determined is at least one one-hundredth cent per Dth. A Current RD&D Rate Adjustment is not required under this Article to the extent the aggregate reduction of Transporter's rates thereunder would exceed the aggregate rate increases allowed thereunder.
- 2.2 Determination Period: The Determination Period shall be a period of twelve months ending three months prior to the Effective Date of the Adjustment.
- 2.3 RD&D Expenditures Chargeable to Operations: RD&D Expenditures Chargeable to Operations shall be the difference between (1) Transporter's actual RD&D expenditures chargeable to operations during the Determination Period and (2) Transporter's RD&D expenditures chargeable to operations reflected in Transporter's then effective Base Tariff Rates or the last prior adjustment under this Article.
- 2.4 Cost of Service for RD&D Expenditures in Rate Base: The Cost of Service for RD&D Expenditures in Rate Base shall reflect return and related current federal and state income taxes on the difference between (1) the balance in FERC Account No. 188 at the end of the Determination Period and (2) the balance in FERC Account No. 188 included in rate base in Transporter's Base Tariff Rates or the last prior adjustment under this Article. For the purpose of the computation under this Section 2.4, the balance in FERC Account No. 188 shall be increased by the tax effect of RD&D Expenditures as recorded in FERC Account No. 190 and shall be reduced by all amounts which were (1) received from others in payments for rights and/or benefits received from RD&D Expenditures in FERC Account No. 188, (2) received by the end of the Determination Period and not used to reduce the balance in FERC Account No. 188 in any prior filing under this Article and (3) the tax effect of RD&D Expenditures as recorded in FERC Account No. 283.

Effective Date: 08/01/2004 Status: Effective  
FERC Docket: RP04-355-000

**Second Revised Sheet No. 384** Second Revised Sheet No. 384 : Effective  
Superseding: First Revised Sheet No. 384

GENERAL TERMS AND CONDITIONS (continued)

The rate of return utilized to determine such Cost of Service for RD&D Expenditures shall be the rate of return last allowed Transporter by the Commission during the last three years, or in the absence of such rate of return allowance or of any evidence submitted to the contrary in Transporter's filing, the return utilized shall be the interest rate used for computing refunds as specified in section 154.67 of the Commission's Regulations under the Natural Gas Act.

XXII. GAS RESEARCH INSTITUTE VOLUNTARY CONTRIBUTION PROGRAM

Disposition of Revenues Collected Under the Voluntary Contribution Program

Within fifteen (15) days of the receipt of revenues collected from Shippers who wish to voluntarily contribute amounts to GRI's research, development and demonstration programs (the "Voluntary Contribution Program"), Transporter shall remit to Gas Research Institute ("GRI") any amounts collected. Shippers desiring to contribute to the Voluntary Contribution Program may check the appropriate box on their monthly invoices and include such amounts with their payments.

Effective Date: 08/01/2004 Status: Effective  
FERC Docket: RP04-355-000

**Third Revised Sheet No. 385** Third Revised Sheet No. 385 : Effective  
Superseding: Second Revised Sheet No. 385

GENERAL TERMS AND CONDITIONS (continued)

XXIII. FERC ANNUAL CHARGE ADJUSTMENT

Transporter shall adjust the rates for Funding Services from time to time to reflect the annual charge assessed Transporter by the Federal Energy Regulatory Commission (Annual Charge) pursuant to Order No. 472 or any other superseding or related rule or order.

1. Funding Services

Funding Services shall include (1) all services under Rate Schedules in Volume No. 1 of Transporter's FERC Gas Tariff, and (2) all transportation services for interstate pipelines, intrastate pipelines, distribution companies, or for ultimate consumers under Rate Schedules in Volume No. 2 of Transporter's FERC Gas Tariff, except for Rate Schedules T-119 and T-130.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 386** Original Sheet No. 386 : Effective

GENERAL TERMS AND CONDITIONS (continued)

2. Filing of Annual Charge Rate Adjustment

The effective rates for Funding Services under Rate Schedules in Volume No. 1 of Transporter's FERC Gas Tariff shall be the Rate After Current Adjustment for each applicable Rate Schedule shown in the Summary of Rates and Charges in Transporter's effective Tariff reflecting the Current Annual Charge Rate Adjustment under this Article. The effective rate for Funding Services under transportation Rate Schedules in Volume No. 2 of Transporter's FERC Gas Tariff shall be the sum of the applicable Demand Charges, Quantity Rate and the Current Annual Charge Rate Adjustment under this Article where applicable, as shown in the Summary of Rates and Charges.

2.1 Effective Date of Adjustment: The Effective Date of Adjustment for each Annual Charge Rate Adjustment filed pursuant to this Article shall be October 1 of each year. The Annual Charge Adjustment shall become effective on the Effective Date of Adjustment without suspension or refund obligation.

2.2 Filing Procedure: At least thirty days prior to the Effective Date of Adjustment, Transporter shall file with the Federal Energy Regulatory Commission and post, as defined in Section 154.16 of the Commission's Regulations, revised Tariff Sheets to Volume Nos. 1 and 2 of Transporter's FERC Gas Tariff reflecting the Current Annual Charge Rate Adjustment.

3. Current Annual Charge Rate Adjustment

The Current Annual Charge Rate Adjustment shall be the unit amount, adjusted as necessary for heating value and pressure base, which the Federal Energy Regulatory Commission orders to be effective for the fiscal year commencing on the Effective Date of Adjustment.

4. Retention of Revenues Collected under Annual Charge Rate Adjustment

Transporter shall retain all revenues collected under this Article. Except as provided by this Article, Transporter shall not have the right to seek to recover in any proceeding under Section 4(e) of the Natural Gas Act any Annual Charges recorded in its FERC Account No. 928.

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**Fourth Revised Sheet No. 387** Fourth Revised Sheet No. 387 : Effective  
Superseding: Second Revised Sheet No. 387

GENERAL TERMS AND CONDITIONS (continued)

XXIV. RESERVED FOR FUTURE USE

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**Second Revised Sheet No. 388** Second Revised Sheet No. 388 : Effective  
Superseding: First Revised Sheet No. 388

Sheet No. 388 is Reserved for Future Use.

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**Second Revised Sheet No. 389** Second Revised Sheet No. 389 : Effective  
Superseding: First Revised Sheet No. 389

Sheet No. 389 is Reserved for Future Use.

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*FERC Docket: RP10-415-000*

**First Revised Sheet No. 390** First Revised Sheet No. 390

Superseding: Original Sheet No. 390

Sheet No. 390 is Reserved for Future Use.

*Effective Date: 03/29/2010 Status: Effective*

*FERC Docket: RP10-415-000*

**First Revised Sheet No. 391** First Revised Sheet No. 391

Superseding: Original Sheet No. 391

Sheet No. 391 is Reserved for Future Use.

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*FERC Docket: RP10-415-000*

**First Revised Sheet No. 392** First Revised Sheet No. 392

Superseding: Original Sheet No. 392

Sheet No. 392 is Reserved for Future Use.

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*FERC Docket: RP10-415-000*

**Fifth Revised Sheet No. 393** Fifth Revised Sheet No. 393

Superseding: Fourth Revised Sheet No. 393

Sheet No. 393 is Reserved for Future Use.

*Effective Date: 03/29/2010 Status: Effective*

*FERC Docket: RP10-415-000*

**First Revised Sheet No. 393A** First Revised Sheet No. 393A

Superseding: Original Sheet No. 393A

Sheet No. 393A is Reserved for Future Use.

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*FERC Docket: RP10-415-000*

**First Revised Sheet No. 394** First Revised Sheet No. 394

Superseding: Original Sheet No. 394

Sheet No. 394 is Reserved for Future Use.

*Effective Date: 03/29/2010 Status: Effective*

*FERC Docket: RP10-415-000*

**Sixth Revised Sheet No. 395** Sixth Revised Sheet No. 395  
Superseding: Fifth Revised Sheet No. 395

XXVI. RESERVED FOR FUTURE USE

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*FERC Docket: RP05-525-000*

**Third Revised Sheet No. 396** Third Revised Sheet No. 396 : Effective  
Superseding: Second Revised Sheet No. 396

Sheet No. 396 is Reserved for Future Use.

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**Third Revised Sheet No. 397** Third Revised Sheet No. 397 : Effective  
Superseding: Second Revised Sheet No. 397

Sheet No. 397 is Reserved for Future Use.

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**Fifth Revised Sheet No. 397A** Fifth Revised Sheet No. 397A : Effective  
Superseding: Fourth Revised Sheet No. 397A

Sheet No. 397A is Reserved for Future Use.

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**First Revised Sheet No. 397B** First Revised Sheet No. 397B : Effective  
Superseding: Original Sheet No. 397B

Sheet No. 397B is Reserved for Future Use.

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**Fourth Revised Sheet No. 398** Fourth Revised Sheet No. 398 : Effective  
Superseding: Third Revised Sheet No. 398

Sheet No. 398 is Reserved for Future Use.

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**Fourth Revised Sheet No. 398A** Fourth Revised Sheet No. 398A : Effective  
Superseding: Third Revised Sheet No. 398A

Sheet No. 398A is Reserved for Future Use.

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**Third Revised Sheet No. 398B** Third Revised Sheet No. 398B : Effective  
Superseding: First Revised Sheet No. 398B

Sheet No. 398B is Reserved for Future Use.

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**First Revised Sheet No. 398C** First Revised Sheet No. 398C : Effective  
Superseding: Original Sheet No. 398C

Sheet No. 398C is Reserved for Future Use.

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**First Revised Sheet No. 398D** First Revised Sheet No. 398D : Effective  
Superseding: Original Sheet No. 398D

Sheet No. 398D is Reserved for Future Use.

*Effective Date: 07/01/2005 Status: Effective*

*FERC Docket: RP05-525-000*

**First Revised Sheet No. 398A.01** First Revised Sheet No. 398A.01 : Effective  
Superseding: Original Sheet No. 398A.01

Sheet No. 398A.01 is Reserved for Future Use.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00-229-000

**Fourth Revised Sheet No. 399** Fourth Revised Sheet No. 399 : Effective  
Superseding: Third Revised Sheet No. 399

GENERAL TERMS AND CONDITIONS (continued)

XXVII. INFORMATION AND COMMUNICATIONS REGARDING SERVICES

This Article describes the information Transporter will make available pursuant to Order Nos. 497 et al., and Order Nos. 636 et al. and the procedures through which the information will be made available.

1. Access to PASSKEY

- (a) A Shipper may communicate with Transporter via PASSKEY by:
  - (i) acquiring compatible PC capability;
  - (ii) executing the System License Agreement with Transporter; and
  - (iii) receiving a user identification number for accessing the system.
  
- (b) A Shipper may communicate with Transporter via Electronic Data Interchange (EDI) by executing a Trading Partner Agreement with Transporter.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-737-000

**Thirteenth Revised Sheet No. 400** Thirteenth Revised Sheet No. 400  
Superseding: Twelfth Revised Sheet No. 400

GENERAL TERMS AND CONDITIONS (continued)

2. Posted Information

NAESB Standard 5.3.18 (Version 1.8) states: System-wide notices should have a separate category for notices that are not critical.

Transporter will provide on its Internet website the required posted information pursuant to the Commission approved NAESB Standards 4.3.16, 4.3.18, 4.3.22, 4.3.23, 4.3.25 and the required posted information pursuant to the Standards of Conduct for Transmission Providers.

Contact information is available via Transporter's Internet website for any person desiring information on the availability, pricing, or other terms of the transportation services.

Effective Date: 02/09/2009 Status: Effective  
FERC Docket: RP09-207-000

**Eleventh Revised Sheet No. 401** Eleventh Revised Sheet No. 401  
Superseding: Tenth Revised Sheet No. 401

GENERAL TERMS AND CONDITIONS (continued)

3. Service Complaints

Customers are encouraged to resolve any disputes informally with their designated customer representatives. A formal complaint concerning any transportation services offered by Transporter shall be directed in writing, to the Director, Transportation Services. The Director or a designee will respond initially to the complainant within two days (exclusive of weekends and holidays), and in writing within 30 days. Contact information for the Director of Transportation Services is provided on the Transporter's Internet website.

4. Relationship with Affiliates

Information on affiliates that employ or retain marketing function employees and information on facilities shared by marketing function employees and Transporter's transmission function employees will be available on Transporter's Internet website, in accordance with the Commission's regulations.

XXVIII. REQUESTS FOR SERVICE

Subject to any conditions set forth in the applicable rate schedule, this Article shall govern qualification for receipt of service from Transporter under Rate Schedules FS, IS, FT-G, FT-GS, FT-A, FT-BH, FT-IL, IT, IT-X, PAT, PAL and PTR.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00-229-000

**Third Revised Sheet No. 401A** Third Revised Sheet No. 401A : Effective  
Superseding: Second Revised Sheet No. 401A

GENERAL TERMS AND CONDITIONS (continued)

1. Request for Service

All Shippers requesting Part 284 service must provide, via PASSKEY or by facsimile, if necessary, the information required by this Article XXVIII and on Transporter's Service Request Form included in this FERC Gas Tariff. If Transporter determines that Shipper's request is incomplete or deficient, Transporter shall so notify Shipper. Shipper may supplement the request within 10 working days after such notice.

Upon receipt of such request, and after the request has been fully processed and approved by Transporter pursuant to the terms and conditions of the applicable rate schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall approve, on-line or by facsimile if necessary, the applicable Service Agreement, as set forth in Transporter's FERC Gas Tariff, with the agreed upon terms and conditions contained therein. Shipper shall execute on-line, or execute and return via facsimile, if necessary, the Service Agreement within the time period specified by the applicable service tariff provision. Except as provided in Section 5 of this Article below, Shipper's execution on-line shall consummate a binding contract between the parties.

GENERAL TERMS AND CONDITIONS (continued)

2. Information Required for Storage and Transportation Service

Any request for Part 284 storage service must contain the following information, in writing:

- (a) Contractual Quantities: The quantity of service requested as the Maximum Storage Quantity and, with respect to firm service, the quantity requested as the Maximum Daily Withdrawal Quantity (as defined in the applicable rate schedule).
- (b) Term of Service: The proposed commencement and termination dates for firm service and a termination date of at least thirty days after service commencement for interruptible service.
- (c) Service Point: The designated Service Point, as defined in the applicable rate schedule, for gas to be injected into or withdrawn from storage.

Any request for Part 284 transportation service must include the following:

- (a) Gas Quantities: The maximum daily delivery quantity applicable to each Receipt Point(s) and Delivery Point(s) stated in dekatherms and Mcf and the estimated total quantities to be received and transported over the delivery period.
- (b) Receipt/Delivery Point: The designated Primary Receipt Point(s) and Primary Delivery point(s) for the requested transportation together with the name and entity delivering gas to Transporter and the name of the entity to receive the gas from Transporter.
- (c) Term: The proposed commencement and termination dates of service.
- (d) Shipper Certification: A statement by the Shipper certifying that all necessary upstream and downstream arrangements will be in place on the date the transportation service is to commence and that Shipper will have title or the right to acquire title to the gas to be delivered to Transporter.
- (e) Facilities: Identification and location of any facilities to be constructed or installed by any party affected by the proposed transportation service.

No request for transportation service will be entered on Transporter's log, as required by Section 284.13 of the Commission's Regulations, or scheduled for receipt and delivery until the required information has been provided.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: RP00- 229-000*

**Second Revised Sheet No. 403** Second Revised Sheet No. 403 : Effective  
Superseding: Sub First Revised Sheet No. 403

Sheet No. 403 is Reserved for Future Use.

GENERAL TERMS AND CONDITIONS (continued)

3. Modification of Service

Any modification of an existing Part 284 transportation or storage service shall be requested by Shipper's submission of a request for change via PASSKEY or by facsimile if necessary. Such request for change, after having been fully processed and accepted by Transporter, shall be deemed to have the full force and effect of the underlying service agreement.

4. Credit Evaluation

4.1 Upon Transporter's request, a Shipper seeking or utilizing Part 284 service from Transporter must provide, to the extent such information is in Shipper's possession:

- (a) a copy of Shipper's audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of the Shipper (which certificate shall state that such financial statements fairly present the financial condition and results of operations of the Shipper for the period indicated therein) prepared in accordance with generally accepted accounting principles or, for non-U.S.-based Shippers, prepared in accordance with equivalent standards;
- (b) a copy of Shipper's financial statements for the most recent period available, which may be unaudited, but if unaudited, must be signed and attested by Shipper's President and Chief Financial Officer as fairly representing the financial position of the company;
- (c) a statement of the legal composition of the business, i.e., corporation, limited partnership, etc.;
- (d) a statement of the length of time that Shipper has been in business; and
- (e) a list of Shipper's affiliates, including parents and subsidiaries, if applicable.

4.2 Transporter may also require, either with the request for service or at the time of execution of the service agreement, or at any future time as Transporter deems necessary to conduct ongoing credit evaluations of Shipper, that the Shipper shall provide Transporter with any or all of the following information and criteria to allow Transporter to determine the Shipper's Creditworthiness:

- (a) Shipper shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted herein must show that Shipper's obligations are being paid on a reasonably prompt basis;
- (b) Shipper shall confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. Transporter may make an exception for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction;

GENERAL TERMS AND CONDITIONS (continued)

- (c) Shipper is required to provide written notice to Transporter within two days of filing a report (other than an annual or quarterly report) with the Securities and Exchange Commission ("SEC") or other equivalent foreign regulatory body that Shipper is required to file as a result of a material event or corporate change affecting its financial condition. Such notice shall include a general description of the nature and reason for the filing and to the extent such report is not available electronically, Shipper shall provide Transporter with a copy of the report. Shippers that are not subject to SEC reporting requirements, but have a parent that is, shall comply with respect to any such filing by their parent.
- (d) Shipper shall provide a list of owners and/or shareholders of entity, if privately held.

4.3 Criteria for Creditworthiness Determination

Acceptance of a Shipper's request for service and the continuation of service are contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Transporter.

Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine the Shipper's financial ability to satisfy the payment obligations due to Transporter over the term of the requested service agreement.

A shipper will be deemed creditworthy if (i) its long-term unsecured debt securities are rated at least BBB by Standard & Poor's Corporation ("S&P") or Baa2 by Moody's Investor Service ("Moody's") and (ii) Shipper's short term and long term outlook opinion is Stable or Positive from S&P or Moody's and (iii) the net present value of the sum of reservation fees, utilization fees and any other associated fees, for the contract term is less than 15% of Shipper's tangible net worth. As used herein, tangible net worth shall be the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs and other intangible assets. In the event Shipper is rated by multiple agencies, the lower rating applies. A Shipper that is not rated by S&P or Moody's may use its parent's rating if a guarantee acceptable to Transporter is provided. If the Shipper has multiple service agreements with Transporter, then the total of all such service agreements shall be considered in determining creditworthiness.

If Shipper does not meet the criteria described above then Shipper may have the Transporter evaluate its creditworthiness based upon the level of service requested. Such credit appraisal shall be based upon Transporter's evaluation of the following information and credit criteria:

- (a) S&P and Moody's opinions, watch alerts, and rating actions will be considered in determining creditworthiness.
- (b) Consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements and auditor's notes will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (c) Results of bank and trade reference checks and credit reports must demonstrate that a Shipper is paying its obligations in a timely manner.

GENERAL TERMS AND CONDITIONS (continued)

- 4.6 Transporter reserves the right to determine in its reasonable discretion, that a Shipper who requests new service is not creditworthy to receive such service on the basis that Shipper has outstanding payments due on invoices rendered by Transporter on current or past service agreements and Shipper has defaulted on such payments per the terms of Article VI of the General Terms and Conditions; provided, however, this provision shall not affect amounts disputed by Shipper in good faith. This Section 4.6 shall apply solely to the Shipper that is the contract holder.
- 4.7 If a Shipper has multiple contracts with Transporter and defaults on one contract, Transporter may deem a default by Shipper on that one contract as a loss of creditworthiness on any other contract the Shipper has with Transporter; provided, however, this provision shall not affect amounts disputed by Shipper in good faith. This Section 4.7 shall apply solely to the Shipper that is the contract holder.
- 4.8 In accordance with Article III, Sections 11.11(j) and 12.11(d) of Transporter's General Terms and Conditions, in the event a Releasing Shipper does not permanently release a contract to a Replacement Shipper, Transporter may invoice the Releasing Shipper upon the Replacement Shipper's default on a payment obligation to Transporter in accordance with Article VI of these General Terms and Conditions for an amount up to the amount of the Releasing Shipper's reservation charge plus interest calculated from the date the unpaid amount was due from Replacement Shipper, net of any security held for Replacement Shipper. Releasing Shipper shall submit the payment to Transporter within ten (10) days of receipt of the invoice.
- 4.9 In the event Transporter constructs new facilities to accommodate a Shipper and that Shipper is deemed uncreditworthy by Transporter, Transporter may require an irrevocable letter of credit, or other mutually agreeable form of credit, from Shipper in an amount up to the cost of the facilities until Transporter has been reimbursed for the cost of the facilities. Such credit assurance may be requested at any time prior to in-service of the facilities. To the extent mutually agreed to as a condition of the construction, Transporter may invoke such credit assurance requirement after the facilities are placed in-service. In the event facilities are constructed to accommodate more than one Shipper, the letter of credit or other mutually agreeable form of credit for each non-creditworthy Shipper will be limited to the cost of facilities allocable to such Shipper. The facilities under this Section 4.9 shall include those facilities constructed in accordance with Article XVII of the General Terms and Conditions for Shipper. This requirement is in addition to and shall not supersede or replace any other rights that Transporter may have regarding the construction and reimbursement of facilities.
- In the event Shipper defaults and Transporter terminates service to Shipper, Transporter shall draw upon and retain such collateral as necessary to reimburse Transporter for the unamortized cost of the facilities constructed for Shipper. The capacity underlying any terminated agreement shall be made available pursuant to Section 5 of this Article XXVIII. Within 60 days of the capacity being made available, to the extent such capacity has been awarded, the collateral retained by Transporter from the original Shipper shall be reduced to an amount equal to the net present value of that portion of the future reservation charge revenues of the original Shipper that would have been attributed to the cost of such facility less the net present value of that portion of the future reservation charge revenues of the newly awarded Shipper that may be attributed to the cost of such facility.
- 4.10 Transporter intends that this Section 4 shall be read in harmony, and not in conflict, with the Bankruptcy Code.
- 4.11 In the event Transporter has terminated service to Shipper as a result of loss of creditworthiness or default by Shipper, Transporter shall have the right to assert any liens or other interests, consistent with applicable law, against any gas Shipper may have remaining on Transporter's system.

GENERAL TERMS AND CONDITIONS (continued)

5.3 Reservation Payments

For service that Bidder does not propose to commence within sixty (60) days after the close of the open season, Transporter, in its determination of the NPV of a bid, will consider all non-refundable reservation payments proposed to be paid by the Bidder, if awarded the capacity, related to the period prior to when the service commences, provided that the proposed reservation payment is not less than the value of two (2) months of the proposed service. In the event a Bidder does not submit a bid with a successful NPV or submits a bid that is otherwise unsatisfactory to Transporter, Bidder shall have no obligation to tender any reservation payments to Transporter. For a Bidder proposing a reservation payment with its bid, the NPV calculated for the bid may not exceed the NPV cap set forth in Section 5.2.

5.4 Electronic Contracts

Within two (2) business days after the close of the open season, Transporter shall post a notice on PASSKEY identifying the Successful Bidder(s), if any, along with the NPV analysis that it employed in determining the successful bid. The notice shall constitute Transporter's contractual signature signifying an acceptance of Bidder's bid and shall consummate a binding contract between the parties. Transporter shall also electronically transfer to the Successful Bidder(s) via PASSKEY (or via another medium if the Successful Bidder(s) is not connected to PASSKEY) the applicable Service Agreement, as set forth in Transporter's FERC Gas Tariff, with the agreed upon terms and conditions contained therein. Within fifteen (15) days after the Service Agreement is electronically transferred to the Successful Bidder(s), the Successful Bidder(s) shall execute on-line the Service Agreement. If a Successful Bidder(s) fails to execute on-line the Service Agreement, or return via facsimile an executed Service Agreement to Transporter within fifteen (15) days after such Service Agreement is electronically tendered, Transporter may in its discretion determine that such bid(s) remains binding pursuant to the electronic contract, or determine that such contract(s) has been terminated pursuant to the provisions of Section 5.5. If such contract(s) is so terminated, Transporter shall be entitled to collect and retain any Reservation Payments offered by Bidder(s) pursuant to Paragraph 5.3.

5.5 Binding Nature of Bids

All bids received during the open season remain binding on all Bidders through the end of the open season unless withdrawn by the Bidder through the same medium on which its bid was submitted; provided, however, that a Bidder may withdraw its previous bid and submit a bid with a higher NPV during the open season, but neither Bidder (nor an affiliate of Bidder) may submit a bid with a lower NPV. At the end of the open season, all bids either withdrawn by the Bidder or not accepted by Transporter as set forth in Section 5.4 above shall become null and void. If the Successful Bidder does not execute the Service Agreement pursuant to the procedures provided in Section 5.4, Transporter may, pursuant to such procedures, elect to offer the capacity to the next acceptable

GENERAL TERMS AND CONDITIONS (continued)

bidder, if any, on the basis of the next highest NPV. As provided in Section 5.4, if Transporter determines that no other bid is acceptable, or if such Replacement Bidder rejects Transporter's offer made as a result of said failure of the Successful Bidder to execute a Service Agreement, the Successful Bidder shall remain liable for the capacity requested in the bid based upon the rates, terms and other conditions proposed therein and accepted by Transporter on the basis of the electronic contract executed by Transporter on PASSKEY. Similarly, until a written Service Agreement with a Replacement Bidder is executed, the Successful Bidder shall remain liable for the capacity pursuant to the electronic contract.

5.6 Tiebreaker

If more than one bid has the same NPV, Transporter shall determine the Successful Bidder based on the commodity rates bid by the equal bidders. In that analysis, any commodity rate bid above the applicable maximum commodity rate shall be deemed equal to the applicable maximum commodity rate. If the commodity rates are equal or are deemed equal, Transporter shall determine the Successful Bidder by the order in which the bids are received by Transporter. Bids received by facsimile will be deemed received at the time noted on the Transporter's facsimile transmission sheet. In addition, if several bidders for minimum size packages of capacity have, combined, the same NPV as a singular Bidder for a larger size package, the Bidder for the larger size package will be the Successful Bidder.

5.7 Change of Primary Points

A request for a change of primary point under Section 4.7 of Rate Schedule FT-A, Section 4.1 of Rate Schedules FT-GS or FT-G, Section 4.6 of Rate Schedule NET 284 or Section 4.6 of Rate Schedule FT-BH or Section 4.6 of Rate Schedule FT-IL shall automatically be deemed the first-in-time bid for purposes of the subsequent open season with an NPV of zero except if the applicable reservation charges for the service have changed to create a positive NPV. If more than one request for change of primary point(s) is received, the first-in-time bid shall be determined by the order in which the requests are received by Transporter. Notwithstanding this Section 5.7, an open season for a change of primary points for available capacity on Transporter's system posted as generally available shall not be required

- (i) when the change is necessitated by the proposed abandonment of facilities associated with a Shipper's primary point or points unless otherwise required by Transporter; or
- (ii) upon mutual agreement of Transporter and Shipper when the proposed change would result in an NPV of zero (collectively, "Open Season Exceptions").

Before Transporter may utilize one of the Open Season Exceptions to effectuate a change in primary point(s) for a Shipper, any other previously received expression(s) of interest in the same capacity must first be addressed in accordance with this Section 5.

GENERAL TERMS AND CONDITIONS (continued)

- 4) Capacity which is returned to Transporter by an existing capacity holder at the expiration of that capacity holder's contract term(s) ("Expired Contract Capacity").

(Hereinafter, any references to the term "capacity" in this Section 5.8 shall mean the four types of capacity collectively unless noted otherwise).

Any capacity reserved by Transporter must first be posted on PASSKEY as reserved. The reservation posting shall include, but not be limited to, the following information: (1) a description of the expansion project for which the capacity is being reserved; (2) the quantity of capacity being reserved; (3) the location of the reserved capacity on the pipeline system, including all mainline valves and associated quantities at those valves; and (4) the estimated in-service date of the expansion project. The reservation posting shall also include a non-binding solicitation for Turnback Capacity to serve the expansion project, provided that Transporter shall post the non-binding solicitation for Turnback Capacity no later than 90 days after the close of the expansion project open season. Transporter shall make reasonable efforts to update the reservation posting up to the in-service date of the expansion project to reflect any material changes in the scope of the expansion project. Transporter may only reserve capacity for an expansion project for which an open season has been held or will be held within one (1) year of the date that Transporter posts such capacity on PASSKEY as being reserved. Transporter will not, absent Commission approval, accept advance payments to reserve capacity under this Section 5.8.

In addition to the foregoing, prior to reserving Expired Contract Capacity, Transporter must make Expired Contract Capacity generally available for bidding through an open season. The open season shall conform to the provisions of Article XXVIII, Section 5 of these General Terms and Conditions. When an Expired Contract Capacity open season is held prior to the expansion project open season, Transporter shall have the right to state in the Expired Contract Capacity open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the previous Expired Contract Capacity open season, Transporter shall hold another open season for the Expired Contract Capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the Expired Contract Capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.

Any capacity reserved under this Section 5.8 shall be made available for transportation service pursuant to these General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). For such limited-term agreements, Transporter reserves the right to limit any extension rights provided in the service agreement and pursuant to Article III, Section 10.4 commensurate with the proposed in-service date of the expansion project. Transporter will indicate in any open season posting of the capacity any limitations on extension rights that will apply to such limited-term transportation service.

Reservation of capacity under this Section 5.8 shall not in any way modify or limit existing capacity holders' rights under Article III, including, but not limited to Sections 10.4, 10.5, 11 and 12 of these General Terms and Conditions.

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5.9 Pre-Arranged Deals

Transporter may enter into a pre-arranged service agreement for capacity that has been posted on PASSKEY with any customer provided that Transporter will post the terms of the pre-arranged transaction on PASSKEY under the conditions listed in Section 5.1 and other parties will have the opportunity to acquire the capacity by submitting a bid for the pre-arranged capacity which, if awarded, would have a higher NPV to Transporter. Such NPV shall be determined pursuant to the criteria set forth in Section 5.2 above. For the purpose of its evaluation, Transporter may consider the aggregate of two or more bids and award the available capacity to the combination of bids that result in the highest NPV to the Transporter. If a party submits a bid with a higher NPV to Transporter for this pre-arranged capacity, the customer with the pre-arranged transaction will have a one-time right within 48 hours of notification to match the higher bid's NPV in order to obtain the capacity. If the customer with the pre-arranged transaction elects not to match a higher competing bid, the capacity will be awarded to the highest bidder whose bid, if accepted, would have a higher NPV to Transporter. If there is an open season ongoing for capacity, Transporter will not enter into a pre-arranged deal for that capacity.

5.10 Prospective Sale of Available Capacity and Minimum Terms of Any Awards

Unless otherwise agreed to by Transporter, a Shipper can request available capacity for a later start date only within the following periods:

- (i) For service for one year or longer, Transporter will only be obligated to hold an open season provided the requested service will commence no later than six months from the date the open season closes;
- (ii) For service for greater than 92 days but less than one year, Transporter will only be obligated to hold an open season provided the requested service will commence no later than 30 days from the date the open season closes; and
- (iii) For service for 92 days or less, the request must be for service starting no later than five days from the date the request is granted or an open season closes.

Any open season that will allow a variation from these defined periods will define the variation in the posting. In addition, unless otherwise agreed to by Transporter, all awards of capacity must be for continuous service at a constant TQ for the entire term of the service and maximum rates. If Transporter agrees to consider varying from the periods above by conducting an open season then Transporter is still free to reject bids meeting the previous minimum terms if the request is for less than the period defined in the open season posting. Any deviations from these time periods or minimum terms shall only be done in a not unduly discriminatory manner consistent with Commission regulations.

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5.11 Interim Capacity

If Transporter agrees to a later start date for firm service pursuant to Section 5.10 and Transporter enters into a firm service agreement pursuant to this Section 5 for service one year or more in the future, then Transporter may sell the capacity for the interim period prior to the commencement date of the future service agreement ("interim capacity") without right of first refusal, subject to the following conditions:

- (a) The future capacity must have been sold through an open season bidding process permitting bids for capacity for service to start immediately or anytime in the future;
- (b) The bids must have been evaluated on a net present value basis; and
- (c) The future capacity must have been awarded to the Shipper providing the highest net present value bid.

Any interim capacity as described in this Section 5.11 shall be made available for transportation service pursuant to these General Terms and Conditions on a limited-term basis up to the commencement date of the future service agreement. For such limited-term service agreements, Transporter reserves the right to limit any extension rights provided in the service agreement and pursuant to Article III, Section 10.4 commensurate with the commencement date of the future service agreement. Transporter will indicate in any open season posting of the interim capacity any limitations on extension rights that will apply to such limited-term transportation service.

GENERAL TERMS AND CONDITIONS (continued)

- (d) Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws. An exception for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act will be made if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction.
  - (e) Whether Shipper is subject to any lawsuits or judgments outstanding which would seriously reflect upon the business entity's ability to remain solvent.
  - (f) Whether Shipper has any delinquent balances outstanding for services provided previously by Transporter and whether Shipper has paid its account balances according to the terms established in its service agreements and whether any deductions or payments were withheld for claims not authorized by the service agreements.
  - (g) Any other information obtained that is relevant to Shipper's current and future financial strength.
- 4.4 Upon request of Transporter, Shipper shall furnish the information required in Sections 4.1 and 4.2 above within three (3) business days. Transporter shall not be required to perform or to continue service under any Rate Schedule on behalf of any Shipper who is or has become insolvent or who, at Transporter's request fails to demonstrate creditworthiness and loses its creditworthiness status, as determined by Transporter, unless the Shipper complies with Section 4.5 below. For purposes herein, the insolvency of a Shipper shall be conclusively demonstrated by the filing by Shipper or any parent entity thereof (hereinafter collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.
- 4.5 In the event a Shipper becomes insolvent or loses its creditworthiness status subsequent to the commencement of service on Transporter's system, Transporter will notify Shipper via e-mail and facsimile stating that the Shipper has lost its creditworthiness status. If Shipper is a Replacement Shipper, within a reasonably proximate time notice will also be sent to the Releasing Shipper via e-mail and facsimile. Within 10 days of such notice, Transporter will provide the non-creditworthy Shipper a detailed written explanation of the reasons for such loss of creditworthiness within 10 days of the Shipper's request for such information and provide a recourse for Shipper to challenge such determination. Regardless of whether Shipper is insolvent, has lost its creditworthiness status or does not desire to continue service with Transporter, Shipper shall continue to be liable for all charges due under its service agreement and associated rate schedule. If the Shipper desires to continue service with Transporter, Transporter will require the Shipper to pay any outstanding balances due Transporter for services rendered and provide adequate credit assurances in one of the forms set forth below. The credit assurance elected must

GENERAL TERMS AND CONDITIONS (continued)

5. AWARD OF GENERALLY AVAILABLE CAPACITY

5.1 Open Season

Available capacity on Transporter's system will be posted on the PASSKEY system. When a Shipper expresses interest in available capacity for a period greater than 92 days, Transporter will post a notice on PASSKEY, wherein it will state that Transporter will receive bids for the forward haul or backhaul capacity in accordance with this Section 5. In addition, Transporter may post notices on PASSKEY for the subscription of forward haul or backhaul capacity available for any period which shall also be subject to the terms of this Section 5. All postings made pursuant to this Section 5.1 shall contain the type of service that is available, the dates and duration that the service will be available, the location of the available forward haul or backhaul capacity and/or deliverability, any minimum terms and conditions that would be acceptable for consideration, the relevant discount factor, the minimum bid packages that will be considered, any minimum terms and conditions for Expired Contract Capacity (as that term is defined in Section 5.8 of this Article XXVIII) comparable to the minimum terms and conditions for an expansion project pursuant to Section 5.8 below, and any other information that Transporter determines to be relevant. All postings shall specify the weight to be prescribed to each factor listed in the posting. At least three (3) business days prior to the beginning of an open season, Transporter shall post on PASSKEY the factors and their weights to be used in any net present value (NPV) evaluation of the bids. In addition, all postings made pursuant to this Section 5.1 shall specify the beginning and ending dates of the Bidding Period, which shall be for a minimum of:

- (a) four (4) business hours ending no later than 2:00 PM Central Clock Time for service offering(s) of 31 days or less; or
- (b) one business day for service offerings with a term of more than 31 days but not greater than 92 days; or
- (c) three (3) business days for service offerings with a term of more than 92 days but not greater than 365 days; or
- (d) five (5) business days for service offerings with a term greater than 365 days.

In addition, a posting may specify either that Transporter reserves the right to reject any bid lower than the maximum applicable reservation rate, or that Transporter has established minimum acceptable bids by time period(s) for the capacity that is subject to the open season, but not both. In the event that Transporter elects to establish minimum acceptable bids prior to the open season, Transporter may elect not to disclose the minimum acceptable bids at the time of posting but shall record and maintain such bids for a period of three (3) years for validation purposes.

GENERAL TERMS AND CONDITIONS (continued)

4.12 NAESB Standards (Version 1.8):

- (a) NAESB Standard 0.3.3 (Version 1.8) states: If the Transportation Service Provider (TSP) requests additional information to be used for credit evaluation after the initiation of service, the TSP, contemporaneous with the request, should provide its reason(s) for requesting the additional information to the Service Requester (SR) and designate to whom the response should be sent. The TSP and the SR may mutually agree to waive the requirements of this standard.
- (b) NAESB Standard 0.3.4 (Version 1.8) states: Upon receipt of either an initial or follow-up request from the Transportation Service Provider (TSP) for information to be used for creditworthiness evaluation, the Service Requester's (SR) authorized representative(s) should acknowledge receipt of the TSP's request. The TSP and the SR may mutually agree to waive the requirements of this standard.
- (c) NAESB Standard 0.3.5 (Version 1.8) states: The Service Requester's (SR) authorized representative(s) should respond to the Transportation Service Provider's (TSP) request for credit information, as allowed by the TSP's tariff, on or before the due date specified in the request. The SR should provide all the credit information requested by the TSP or provide the reason(s) why any of the requested information was not provided.
- (d) NAESB Standard 0.3.6 (Version 1.8) states: Upon receipt from the Service Requester (SR) of all credit information provided pursuant to applicable NAESB WGQ standards, the Transportation Service Provider (TSP) should notify the SR's authorized representative(s) that it has received such information. The TSP and the SR may mutually agree to waive the requirements of this standard.
- (e) NAESB Standard 0.3.7 (Version 1.8) states: The Service Requester (SR) should designate up to two representatives who are authorized to receive notices regarding the SR's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and should provide to the Transportation Service Provider (TSP) the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet E-mail, unless otherwise agreed to by the parties. The obligation of the TSP to provide creditworthiness notifications is waived until the above requirement has been met. The SR should manage internal distribution of any creditworthiness notices that are received.  
  
The TSP should designate, on its Internet website or in written notices to the SR, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding the SRs' creditworthiness. The SR's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and the TSP should manage internal distribution of any such confirmations.
- (f) NAESB Standard 0.3.8 (Version 1.8) states: At any time after the Service Requester (SR) is determined to be non-creditworthy by the Transportation Service Provider (TSP), the SR may initiate a creditworthiness re-evaluation by the TSP. As part of the SR's re-evaluation request, the SR should either update or confirm in writing the prior information provided to the TSP related to the SR's creditworthiness. Such update should include any event(s) that the SR believes could lead to a material change in the SR's creditworthiness.

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- (g) NAESB Standard 0.3.9 (Version 1.8) states: After a Transportation Service Provider's (TSP) receipt of a Service Requester's (SR) request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("SR's Request"), within five (5) Business Days, the TSP should provide a written response to the SR's Request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for the TSP's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the SR's Request unless specified in the TSP's tariff or if the parties mutually agree to some later date.
- (h) NAESB Standard 0.3.10 (Version 1.8) states: In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, the Service Requester(s) and the Transportation Service Provider may mutually agree to other forms of communication in lieu of Internet E-mail notification.

GENERAL TERMS AND CONDITIONS (continued)

5.8 Capacity Reserved for Expansion Projects

Notwithstanding any other provision of this Section 5, Transporter reserves the right, but shall not be obligated, to reserve for expansion projects capacity which is or will become available. For purposes of this Section 5.8, there are four types of capacity that Transporter may reserve subject to the conditions detailed below. The four types of capacity are:

- 1) Capacity currently posted on PASSKEY as unsubscribed, available capacity ("Unsubscribed Capacity");
- 2) Capacity which has been posted for bidding pursuant to the provisions of Article III, Section 10.4 of these General Terms and Conditions and for which no acceptable bids have been received ("ROFR Capacity");
- 3) Capacity which is returned to Transporter in response to a direct solicitation from Transporter to existing capacity holders for permanent releases of capacity to serve an expansion project ("Turnback Capacity"); and

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equal the value of one (1) month of payments under Shipper's service agreement(s) with Transporter, to be provided within five (5) business days from the day Transporter notifies the Shipper that Shipper has lost its creditworthiness status, and the next three (3) months of payments, to be provided within thirty (30) days from the day Transporter notified the Shipper that the Shipper has lost its creditworthiness status. The credit assurance may take one of the following forms, at Shipper's election:

- (a) an irrevocable letter of credit to Transporter, satisfactory to Transporter, verifying the Shipper's creditworthiness;
- (b) an estimate of its transportation requirements in advance and a prepayment in advance for this service on Transporter's system;
- (c) a grant to Transporter of a security interest in collateral, the value of which is mutually agreed upon by Transporter and Shipper;
- (d) a guarantee by another person or entity which satisfies Transporter's credit appraisal; or
- (e) other mutually agreeable forms and value of credit assurances.

Unless otherwise agreed, the credit assurances must at all times maintain a value specified above equal to the highest estimated charges during the term of the service agreement. Any prepayment held by Transporter pursuant to Section 4.5(b) above shall accrue interest at the rate specified in Section 154.501(d) of the Commission's regulations.

If Shipper fails to pay any outstanding balance and/or provide the credit assurance within the specified time period, Transporter may immediately suspend service to Shipper. Without waiver of any rights Transporter may otherwise have under any and all service agreements with Shipper including, but not limited to, the right to sue Shipper for unmitigated damages resulting from Shipper's breach of contract, Transporter will not charge Shipper for service during the period of suspension of service. In addition, Transporter will provide at least thirty (30) days written notice to Shipper, Releasing Shipper, if any, and the Commission that it will terminate service to Shipper if Shipper fails to pay the outstanding balance and/or provide the required credit assurance.

To the extent that Transporter suspends or terminates the service of a Replacement Shipper, Transporter shall provide within a reasonably proximate time notice to the Replacement Shipper and Releasing Shipper via e-mail and facsimile.

Effective Date: 11/09/2007 Status: Effective

FERC Docket: RP08- 22-000

**First Revised Sheet No. 405A.02** First Revised Sheet No. 405A.02 : Effective

Superseding: Sub Original Sheet No. 405A.02

GENERAL TERMS AND CONDITIONS (continued)

5.2 Net Present Value Standard

All bids provided during the open season held pursuant to Section 5.1 shall be submitted to Transporter either electronically through PASSKEY, electronic mail if indicated in the posting, or by facsimile. Transporter shall award capacity for such bids to shippers that meet Transporter's creditworthiness standards (as set forth in Article XXVIII, Section 4 of the General Terms and Conditions) and whose bids, based upon Transporter's determination, have the highest net present value (NPV). The NPV is the discounted cash flow of incremental revenues per dekatherm to Transporter produced, lost or affected by the requests for service and shall be based upon such factors as the term, quantity, date on which the requested service is requested to commence, and other factors determined to be relevant by Transporter. The NPV shall also include only revenues generated by the reservation rate, or other form of revenue guarantee, as proposed by the Bidder(s). For purposes of its NPV evaluation, Transporter will consider the aggregate NPVs of two or more bids for minimum bid packages, provided that if the combined quantity of capacity under those packages exceed the maximum capacity available for subscription then these bids will only be considered if the Bidders have agreed to accept a prorated award of capacity. Irrespective of whether a bid(s) has the highest NPV of the bids received, Transporter may reject bids for service that (i) may detrimentally impact the operational integrity of Transporter's system; (ii) do not satisfy all the terms of the specified posting; or (iii) contain terms and conditions other than those set forth in Transporter's FERC Gas Tariff. For Bidders proposing a reservation rate or other form of revenue guarantee which exceeds the maximum applicable reservation rate during all or any portion of the term proposed by the Bidder, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the maximum applicable reservation rate shall be in effect during the full term proposed by the Bidder, in place of the reservation rate(s) or other revenue guarantee(s) proposed by the Bidder.

As used in this Section 5.2, "revenue guarantee" shall include, but not be limited to, revenue based on any minimum throughput commitment proposed by a Bidder. For Bidders submitting bids which include options to terminate the Service Agreement early and/or reduce the capacity held thereunder for some portion of the term including multiple periods within the term ("Reduction Option"), Transporter, in its determination of the NPV of such a bid, will only consider the minimum incremental revenue guaranteed under the Service Agreement if the option is or is not exercised, including any exit payment that the Bidder proposes to pay at the exercise of its option. Unless a shorter notice period is specified in the open season posting pursuant to Section 5.1 above, a Reduction Option will be under the requirement that Transporter must be provided notice no less than thirty days prior to its exercise for contracts of one year or less and no less than one year prior to its exercise for contracts greater than one year. Transporter will list in its open season posting acceptable terms for any reduction option. If the option can be exercised prior to one full year of service, any contract awarded will not be considered a long-term contract regardless of whether the option is actually exercised. For a Bidder proposing an exit payment, the NPV calculated for the bid may not exceed the NPV cap set forth in this Section 5.2. Transporter shall identify any termination and/or reduction options proposed by the Bidder in its PASSKEY notice of the Successful Bidder pursuant to Section 5.4 below, and reflect such options in the Bidder's Service Agreement.

*Effective Date: 06/01/2008 Status: Effective*

*FERC Docket: RP08-338-000*

**Original Sheet No. 405A.03** Original Sheet No. 405A.03 : Pending

form of an exit payment may be considered in the NPV calculated for the bid, it may not exceed the NPV cap set forth in this Section 5.2. Transporter shall identify any Revenue Reduction Options proposed by the Bidder in its PASSKEY notice of the Successful Bidder(s) pursuant to Section 5.4 below, and reflect such Revenue Reduction Options in the Bidder's Service Agreement.

Effective Date: 03/29/2010 Status: Effective  
FERC Docket: RP10-415-000

**Tenth Revised Sheet No. 406** Tenth Revised Sheet No. 406  
Superseding: Ninth Revised Sheet No. 406

GENERAL TERMS AND CONDITIONS (continued)

XXIX. DISCOUNTING POLICY

29.1 Transporter may, from time to time, selectively adjust any or all of the rates charged to any individual Shipper for service under Part 284 of the Commission's regulations for which maximum and minimum rates are stated in this FERC Gas Tariff. Discounting of rates shall, however, be done in the following order:

| Firm<br>Demand<br>-----                   | Firm<br>Commodity<br>----- | Interruptible<br>Commodity<br>----- |
|---|----------------------------|-------------------------------------|
| Base Rate and PCB<br>Surcharge (Pro Rata) | Base Rate                  | PCB Surcharge<br>Base Rate          |

Additional detail on the attribution of discounts to the PCB surcharge is provided in Article IV, Section B, of the May 15, 1995 Stipulation and Agreement in Docket Nos. RP91-203 and RP92-132 (Phase II-PCB Issues). The ACA Surcharge is not discountable.

Effective Date: 03/29/2010 Status: Effective

FERC Docket: RP10-415-000

**Eighth Revised Sheet No. 406A** Eighth Revised Sheet No. 406A

Superseding: Seventh Revised Sheet No. 406A

GENERAL TERMS AND CONDITIONS (continued)

XXX. PERIODIC REPORTS

The following is a list of periodic reports that Transporter must make pursuant to Commission order or to a settlement in a proceeding initiated under Parts 154 or 284 of the Commission's regulations:

1. Cash Out Report: This report reflects the net cash out activity for the prior year which, for purposes of this report, begins on the restructuring anniversary of September 1 and must be filed with the Commission at the end of each annual period. For more information, see Transporter's LMS-MA Rate Schedule.
2. OFO/Critical Notice Report: This report provides details regarding Critical Days and OFOs issued during the previous quarter and must be filed with the Commission quarterly, if a Critical Day or an OFO was issued during the previous quarter. For more information, see Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 07/01/2005 Status: Effective  
FERC Docket: RP05-525-000

**Fifth Revised Sheet No. 406B** Fifth Revised Sheet No. 406B : Effective  
Superseding: Fourth Revised Sheet No. 406B

GENERAL TERMS AND CONDITIONS (continued)

4. IT Report: This report provides details regarding the receipt and crediting of revenues from service under Transporter's Rate Schedules IT, IS, IT-X and PAT, and is provided to customers annually. For more information, see Section 6 of Transporter's IT Rate Schedule.

XXXI. GATHERING AFFILIATE ACCESS

Transporter will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations and will not give shippers of its gathering affiliates undue preference over shippers of non-affiliated gatherers or other customers in scheduling, transportation or curtailment priority.

Transporter will not condition or tie its agreement to provide transportation service to an agreement by the producer, customer, and user or shipper relating to any service by any gathering affiliate, any services by it on behalf of any gathering affiliate, or any services in which any gathering affiliate is involved.

XXXII. INCORPORATION IN RATE SCHEDULES AND GAS SERVICE CONTRACTS

These General Terms and Conditions are incorporated in and are a part of Transporter's Rate Schedules and gas service contracts. To the extent any provision of a gas service contract conflicts with any provision in the corresponding Rate Schedule, the Rate Schedule shall govern. To the extent that a provision in either a gas service contract or Rate Schedule conflicts with the General Terms and Conditions, the General Terms and Conditions shall govern.

XXXIII. WAIVER OF TARIFF PROVISIONS

Transporter may waive any provisions of its effective FERC Gas Tariff related to Shipper obligations for a particular transaction and shall not be obligated to file notice with, or seek approval from, the FERC for any waiver that is uniformly applicable to all Transporter's affected customers; if Transporter provides notice of such waiver by posting on PASSKEY one business day prior to the effective date of the waiver.

GENERAL TERMS AND CONDITIONS

XXXIV. PCB ADJUSTMENT

The rates and charges for the Affected Rate Schedules shall be subject to a PCB Adjustment effective July 1, 1995 as provided in this Article. This Article, which is intended to implement the provisions of the Stipulation and Agreement filed with the Commission in Tennessee Gas Pipeline Co., Docket Nos. RP91-203 and RP92-132 (Phase II-PCB Issues) on May 15, 1995, as approved by Commission orders dated November 29, 1995 and February 20, 1996 (73 FERC d 61,222 (1995), order on rehearing 74 FERC d 61,174 (1996) and the Amendment to Stipulation and Agreement filed with the Commission in the above-captioned dockets ("Amendment"), hereinafter collectively referred to as "Stipulation", shall be construed in a manner consistent with the Stipulation. In the event of a conflict between the provisions of this Article and the Stipulation, the Stipulation shall control.

1. Definitions

"Eligible Costs" are those costs as defined in the "Stipulation".

"Initial Adjustment Period" is the period commencing on July 1, 1995 and ending on June 30, 2000.

"Recoverable Eligible Costs" equal the following percentages of Transporter's Eligible Costs adjusted to 1992 dollars as described in Section 5.2:

"First Extended Adjustment Period" is the period commencing on July 1, 2000 and ending on June 30, 2002. The applicable sections of this Article XXXIV shall remain in effect throughout the First Extended Adjustment Period.

"Second Extended Adjustment Period" is the period commencing on July 1, 2002 and ending on June 30, 2004. The applicable sections of this Article XXXIV shall remain in effect throughout the Second Extended Adjustment Period.

"Third Extended Adjustment Period" is the period commencing on July 1, 2004 and ending on June 30, 2006. The applicable sections of this Article XXXIV shall remain in effect throughout the Third Extended Adjustment Period.

"Fourth Extended Adjustment Period" is the period commencing on July 1, 2006 and ending on June 30, 2008. The applicable sections of this Article XXXIV shall remain in effect throughout the Fourth Extended Adjustment Period.

"Fifth Extended Adjustment Period" is the period commencing on July 1, 2008 and ending on June 30, 2010. The applicable sections of this Article XXXIV shall remain in effect throughout the Fifth Extended Adjustment Period.

| Recovery (%) | Cost Block (\$)           |
|--------------|---------------------------|
| 100          | 0 - 123,000,000           |
| 70           | 123,000,001 - 263,000,000 |
| 0            | 263,000,001 - 283,000,000 |
| 50           | 283,000,001 - 383,000,000 |

2. Affected Rate Schedules and Rates

The Affected Rate Schedules are FT-A, FT-G, FT-GS, FT-BH, FT-IL, IT, IT-X, PAT, NET, NET-284, FS-MA, IS-MA, T-154. The effective rates for services under the Affected Rate Schedules shall be the applicable Rates After Current Adjustment shown on the Summary of Rates and Charges in Transporter's FERC Gas Tariff, reflecting the applicable PCB Adjustment determined pursuant to this Article. The PCB Adjustment shall be a demand surcharge on Transporter's rates for services under firm Affected Rate Schedules and surcharges on Transporter's rates for service under other Affected Rate Schedules calculated in conformance with the Stipulation.

GENERAL TERMS AND CONDITIONS (continued)

3. Filing and Effectiveness of PCB Adjustment

Transporter's PCB Adjustment shall become effective as of July 1, 1995 as provided in the Stipulation.

4. Revisions to PCB Adjustment

4.1 The PCB Adjustment shall remain constant during the Initial Adjustment Period, during the First Extended Adjustment Period, during the Second Extended Adjustment Period, during the Third Extended Adjustment Period, during the Fourth Extended Adjustment Period and during the Fifth Extended Adjustment Period unless the conditions in Section 4.2 apply.

4.2 Transporter shall file to revise the PCB Adjustment 30 days prior to an effective date of July 1 in any year after 1995 if (a) Transporter's firm Billing Determinants as of that July 1 will differ from those reflected in the then effective PCB Adjustment by more than 10 percent or (b) based on the currently effective PCB Adjustment, firm Billing Determinants and balance in the Recoverable Cost/Revenue Account established pursuant to Section 5, Transporter will fully recover all Recoverable Eligible Costs within the 12-month period commencing that July 1. In the former instance (Section 4.2(a)), Transporter shall file to revise the PCB Adjustment to be effective as of the July 1 commencement date of the 12-month period to reflect the firm Billing Determinants to be effective that July 1 and an annual cost level of \$17 million in 1992 dollars adjusted in the manner described in Section 5.2 by using the last-established GNP Implicit Price Deflator. In the latter instance (Section 4.2(b)), Transporter shall file to revise the PCB Adjustment so as to minimize over-recoveries during the 12-month period. In no event shall any revised PCB Adjustment be greater than 150 percent of the PCB Adjustment in effect on July 1, 1995.

4.3 If the PCB Adjustment is revised pursuant to Section 4.2, the revised PCB Adjustment shall reflect the cost allocation and rate methodology described in the Stipulation.

5. Recoverable Cost/Revenue Account

Effective as of July 1, 1995, Transporter shall establish and maintain a Recoverable Cost/Revenue Account.

5.1(a) The initial balance in the Recoverable Cost/Revenue Account shall reflect the cumulative difference as of June 30, 1995 between (i) the monthly amounts of Recoverable Eligible Costs paid by Transporter prior to July 1, 1995 and (ii) a monthly revenue amount of \$2.989 million plus any recoveries from third parties as specified in

GENERAL TERMS AND CONDITIONS (continued)

Section 6. The cumulative difference shall reflect monthly carrying charges for each month during the period February 1992 through June 1995 based on the applicable annual interest rate and methodology specified in Section 5.1(c). All amounts shall be adjusted pursuant to Section 5.2.

- 5.1(b) Each month commencing July 1995, the balance in the Recoverable Cost/Revenue Account shall be (i) increased by the amount of Recoverable Eligible Costs paid by Transporter in that month, (ii) reduced by an amount equal to the amount collected by the PCB Adjustments for that month, as adjusted for discounting consistent with Sections 5.3 and 5.4, (iii) reduced by any third party recoveries for that month as specified in Section 6 and (iv) debited (in the event of a debit balance) or credited (in the event of a credit balance) with carrying charges, calculated in accordance with this Section 5.1.
- 5.1(c) All carrying charges shall be computed by using the greater of (i) an annual interest rate of 10% for the period ending on June 30, 2009 and 8% thereafter; or (ii) the then-applicable FERC-prescribed interest rate for pipeline refunds pursuant to Section 154.67(c)(2)(iii)(A), or successor provision, of the Commission's regulations. Carrying charges shall be compounded quarterly and shall reflect adjustments for tax normalization as set forth in Section 5.1(d).
- 5.1(d) The applicable annual carrying charge rate specified in Section 5.1 (c) shall be converted to a monthly carrying charge rate and such monthly rate shall be multiplied by the prior month's ending balance of the Recoverable Cost/Revenue Account adjusted for any applicable deferred income taxes. All income tax timing differences which are the result of differences between the period in which expense or revenue enters into the determination of taxable income and the period in which the expense or revenue enters into the determination of pre-tax book income shall be normalized.
- 5.2 The balances in the Recoverable Cost/Revenue Account shall be computed after first adjusting all cost amounts and revenue (including TPR pursuant to Section 6) amounts (exclusive of carrying charges) to 1992 dollars in the following manner:

$C_{1992} = C_i (I_{1992} / I_i)$ , where

$C_{1992}$  = Costs adjusted to 1992 dollars

GENERAL TERMS AND CONDITIONS (continued)

C<sub>i</sub> = Costs that occur in the year i  
I<sub>1992</sub> = Index Value for 1992  
I<sub>i</sub> = Index Value for year i

For purposes of the foregoing equation, the Index Value for 1992 shall equal the GNP Implicit Price Deflator for 1992. The Index value for the year i is the GNP Implicit Price Deflator for the year in which the expenditure occurs.

- 5.3 Transporter shall credit to the Recoverable Cost/Revenue Account the full amount of revenues attributable to the PCB Adjustment applicable to services where Transporter collects a non-discounted rate. Revenues collected by Transporter under a discounted firm service rate shall apply to a combination of Transporter's base tariff rate and the PCB Adjustment. For purposes of determining the amount deemed collected by the PCB Adjustment applicable to discounted firm service, the PCB Adjustment shall be treated as a pro rata portion of the base tariff rate such that the portion of the PCB Adjustment collected shall be calculated by multiplying the PCB Adjustment by the ratio of (a) the applicable base tariff rate plus the PCB Adjustment minus the discount amount to (b) the base tariff rate plus the PCB Adjustment. For purposes of these calculations, the base tariff rate shall equal Transporter's applicable, finally approved base tariff rate and the discount amount shall equal the difference between the final maximum reservation rate, or volumetric rate in the case of firm services subject to a one-part rate, (including all adjustments) and the rate collected. Prior to the time Transporter's rates become final, Transporter shall make preliminary calculations of the amount deemed collected by the PCB Adjustment applicable to discounted firm service by utilizing Transporter's filed rates for all applicable rate components. Such preliminary amounts shall be included in the Recoverable Cost/Revenue Account. After all rate components necessary to perform the calculation become final, Transporter shall adjust the amounts recorded in the Recoverable Cost/Revenue Account for the applicable period, including carrying charges, to reflect the final rates not subject to refund.

GENERAL TERMS AND CONDITIONS (continued)

- 5.4 The revenues under Transporter's Rate Schedules IT, IS, IT-X and PAT to be recorded in the Recoverable Cost/Revenue Account shall be computed as prescribed in Section 6 of Transporter's Rate Schedule IT so that recovery of the PCB Adjustment derived pursuant to this Article for each Dth is treated as an addition to the fixed costs allocated to interruptible services.
- 5.5 Not more than 60 days after this Article has been accepted by the Commission, Transporter shall submit to the Customer Liaison Group as defined in the Stipulation a report showing the balance in the Recoverable Cost/Revenue Account. A similar report shall be submitted no later than 60 days following the end of each succeeding 12-month period commencing July 1 during which the PCB Adjustment was effective.
6. Third-Party Recoveries
- 6.1 For purposes of this Article, Third-Party Recoveries ("TPR") shall be recoveries received by Transporter from insurance carriers and other third-parties that indemnify or otherwise compensate Transporter, in whole or in part, for the types of costs covered by the Stipulation. In the event Transporter receives recoveries from a third-party in response to a claim related to both the types of costs covered by the Stipulation and other types of costs, the full amount of such recoveries shall be deemed to be TPR for purposes of this Article.
- 6.2 Transporter, in accordance with Sections 5.1 and 5.2, shall reflect in the Recoverable/Cost Revenue Account 30/77 of each dollar of any TPR received by Transporter in any month until such time as the total TPR received by Transporter equal \$77 million. Transporter shall reflect in the Recoverable Cost/Revenue Account 60 percent of each dollar of TPR in excess of \$77 million received by Transporter.
7. Term
- The PCB Adjustment shall be effective during the Initial Adjustment Period and the First Extended Adjustment Period and shall be extended thereafter in 24-month increments (24-Month Period) as necessary to collect additional costs to eliminate the balance in the Recoverable Cost/Revenue Account calculated in accordance with Section 5, to reflect additional Eligible Costs or to complete refunds, including the payment of Interim Refunds. Within 120 days of the end of the final 24-Month Period Transporter shall, if necessary, refund to each shipper subject to the Stipulation an amount necessary to ensure that Transporter does not recover more than the amounts provided under the Stipulation. Refunds will be made first to shippers that continued to pay the

GENERAL TERMS AND CONDITIONS (continued)

PCB Adjustment in effect after the Initial Adjustment Period until such shippers have recovered all amounts paid pursuant to this Article after the Initial Adjustment Period. Such refunds will be made to individual shippers pro rata, based on the ratio of the amount actually collected under this Article from the shipper after the Initial Adjustment Period, to the total amount collected under this Article after the Initial Adjustment Period. Any additional refunds will be made to all shippers that paid the PCB Adjustment in effect during the Initial Adjustment Period. Such refunds will be made to individual shippers pro rata, based on the ratio of the amount actually collected under this Article from the shipper during the Initial Adjustment Period, to the total amount collected under this Article during such period.

8. Interim Refunds

- 8.1 Notwithstanding the preceding requirements of this Article XXXIV, Transporter shall make Interim Refunds to shippers of \$156.6 million ("Interim Refund Amount"). The Interim Refund Amount is based on Transporter's representation of the balance in the Recoverable Cost/Revenue Account as of December 31, 2008, plus estimated carrying charges through June 30, 2009, net of \$10.0 million to be retained ("Retained Amount") to apply to the shippers' share of additional Eligible Costs.
- 8.2 The Interim Refund Amount shall be paid to shippers in quarterly installments over a three year period amortized at an annual interest rate of 8 percent. The first quarterly installment will be made on July 1, 2009, with subsequent installments paid on the first business day of each calendar quarter thereafter over a three year period ("Interim Refund Period"). The first six quarterly installments shall be fixed at \$9.60 million each, with the balance amortized in six equal quarterly installments such that the annual interest rate on the balance is maintained at 8 percent throughout the three year period, resulting in quarterly installments of \$20.06 million for each of the final six quarters.
- 8.3 The Interim Refund Amount will be allocated to shippers pro rata based on surcharge collections during the PCB Adjustment Period consistent with Section 7 above and as detailed on Exhibit B to the Amendment. Transporter shall remit the Interim Refund Amount via wire transfer in the amounts and to the individual shippers specified on Exhibit B to the Amendment unless otherwise mutually agreed. In the event a shipper has not provided wire transfer information to Transporter, Transporter shall issue shipper's refund at its last known mailing address.
- 8.4 Both the Interim Refund Amount and the remaining balance of the Recoverable Cost/Revenue Account shall be accounted for through the Recoverable Cost/Revenue Account. At any time and from time to time during the term of the Stipulation, Transporter may, without penalty, refund all or any portion of the Interim Refund Amount and/or the Recoverable Cost/Revenue Account to all shippers subject to the Stipulation, and Transporter shall be entitled to re-determine the Interim Refund Amount consistent with Section 8.2.
- 8.5 Transporter shall be entitled to make Interim Refunds earlier than otherwise required to all shippers whose allocated share of the Interim Refund Amount as specified on Exhibit B to the Amendment does not exceed \$10,000. The early distribution of such Interim Refunds shall have no impact on the allocation to other shippers of the remaining Interim Refund Amount or their respective shares of any Additional Eligible Costs as defined in Section 8.6 below.
- 8.6 If at any time during the Interim Refund Period Transporter incurs or is required to recognize in its financial statements, in accordance with Generally Accepted Accounting Principles, Eligible Costs and the customers' share of the Eligible Costs will exceed the Retained Amount of the

GENERAL TERMS AND CONDITIONS (continued)

Recoverable Cost/Revenue Account ("Additional Eligible Costs"), such additional customers' share of Eligible Costs shall first be netted against any remaining Interim Refund Amount balance in equal amounts over the remaining quarterly installments on a pro rata basis to the individual shippers specified on Exhibit B to the Amendment; provided, however, that such amounts withheld from the Interim Refund Amount shall reflect only the share of Additional Eligible Costs properly allocable to shippers still receiving quarterly installments from the Interim Refund Amount. In no event shall the Interim Refund Amount be reduced hereunder to reflect any share of Additional Eligible Costs as a result of the early distribution of Interim Refunds pursuant to the above Section 8.5. Should the remaining balance of the Interim Refund Amount be insufficient to fully offset the Additional Eligible Costs, Transporter shall reinstate the PCB adjustment in a manner consistent with Section 4 above as necessary to provide for recovery of the Additional Eligible Costs.

9. Disputes

All disputes arising under this Article shall be resolved in accordance with the procedures set forth in Article VIII of the Stipulation.

XXXV. RESERVED FOR FUTURE USE

XXXVI. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

Pursuant to Order No. 587, et al. promulgated by the FERC in Docket No. RM96-1, for NAESB Standards that do not otherwise require implementing tariff provisions, the following NAESB Standards are hereby incorporated, by reference to the NAESB Standard Number and version, into Transporter's FERC Gas Tariff.

NAESB Standards (Version 1.8) 0.2.1, 0.2.2, 0.2.3, 0.3.2, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, 0.4.1, 1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.2(v) and (vi), 1.3.3, 1.3.7, 1.3.15, 1.3.20, 1.3.22, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.1, 2.3.9, 2.3.10, 2.3.12, 2.3.13, 2.3.15, 2.3.20, 2.3.21, 2.3.23, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.17, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.1.22, 4.1.23, 4.1.24, 4.1.25, 4.1.26, 4.1.27, 4.1.28, 4.1.29, 4.1.30, 4.1.31, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.36, 4.1.37, 4.1.38, 4.1.39, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23

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4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44,  
4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54,  
4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66,  
4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79,  
4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90,  
4.3.91, 4.3.92, 4.3.93, 5.2.1, 5.2.3, 5.3.10, 5.3.11, 5.3.12, 5.3.17, 5.3.20,  
5.3.21, 5.3.22, 5.3.23, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31,  
5.3.32, 5.3.33, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42,  
5.3.43, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54,  
5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5,  
5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15,  
5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 10.2.1, 10.2.2,  
10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11,  
10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20,  
10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29,  
10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38,  
10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10,  
10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19,  
10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25.

Effective Date: 12/02/2009 Status: Effective  
FERC Docket: RP10-122-000

**Tenth Revised Sheet No. 413** Tenth Revised Sheet No. 413  
Superseding: Ninth Revised Sheet No. 413

GENERAL TERMS AND CONDITIONS (continued)

XXXVII. NON-CONFORMING AGREEMENTS

1. Distrigas of Massachusetts, Inc. Gas Transportation Agreement dated December 15, 1997
2. Vastar Resources, Inc. Discount Letter Agreement dated August 1, 1998
3. Enron Capital & Trade Resources Corp. Electronic Data Interchange Trading Partner Agreement dated February 1, 1999
4. The Berkshire Gas Company, Amendment Letter Agreement dated September 15, 1999 to Gas Transportation Agreement dated November 1, 1994
5. The Berkshire Gas Company, Amendment Letter Agreement dated September 15, 1999 to Gas Transportation Agreement dated September 1, 1993
6. The Berkshire Gas Company, Amendment Letter Agreement dated September 15, 1999 to Gas Storage Contract dated December 1, 1994
7. Nicor Gas, Letter Agreement dated March 27, 2000 to Gas Transportation Agreement dated November 1, 2000
8. Piedmont Natural Gas Company, Inc., Amendment Letter Agreement dated August 12, 1998 to Gas Transportation Agreements dated September 1, 1993, and Gas Storage Contracts dated September 1, 1993 and May 1, 1994.
9. Milford Power Company, L.L.C., Gas Transportation Agreement dated July 31, 2000.
10. Granite Ridge Energy, LLC (formerly AES Londonderry L.L.C.), Gas Transportation Agreement dated February 6, 2001 and Agency Authorization Agreement dated February 6, 2001.
11. MGI Supply, Ltd., Gas Transportation Agreement dated February 19, 2003.
12. Remington Oil and Gas Corporation, Lease Dedication Agreement dated December 2, 2003.
13. Wyeth Pharmaceuticals Inc., acting through the Wyeth BioPharma business unit of its Wyeth Research Division, FT-IL Gas Transportation Agreement dated March 2, 2005.

Effective Date: 12/02/2009 Status: Effective

FERC Docket: RP10-122-000

**Eleventh Revised Sheet No. 413A** Eleventh Revised Sheet No. 413A

Superseding: Tenth Revised Sheet No. 413A

GENERAL TERMS AND CONDITIONS (continued)

14. Bay State Gas Company, FT-IL Gas Transportation Agreement dated March 2, 2005.
15. Bay State Gas Company, FT-A Gas Transportation Agreement dated March 2, 2005.
16. Public Service Electric and Gas Company, FT-A Gas Transportation Agreement dated March 16, 2006.
17. Public Service Electric and Gas Company, FS Amended and Restated Gas Storage Contract dated April 12, 2006.
18. Devon Energy Production Company, L.P., FT-A Gas Transportation Agreement dated August 28, 2006.
19. Boston Gas Company, FT-A Gas Transportation Agreement dated April 1, 2007.
20. Boston Gas Company, FT-A Gas Transportation Agreement dated April 1, 2007.
21. The Berkshire Gas Company, FT-A Gas Transportation Agreement dated April 1, 2007.
22. The Berkshire Gas Company, FT-A Gas Transportation Agreement dated April 1, 2007.
23. Connecticut Natural Gas Corporation, FT-A Gas Transportation Agreement dated April 1, 2007.
24. Connecticut Natural Gas Corporation, FT-A Gas Transportation Agreement dated April 1, 2007.
25. The Narragansett Electric Company, FT-A Gas Transportation Agreement dated April 1, 2007.
26. The Narragansett Electric Company, FT-A Gas Transportation Agreement dated April 1, 2007.

Effective Date: 12/02/2009 Status: Effective

FERC Docket: RP10-122-000

**Sixth Revised Sheet No. 413B** Sixth Revised Sheet No. 413B

Superseding: Fifth Revised Sheet No. 413B

GENERAL TERMS AND CONDITIONS (continued)

27. Anadarko Petroleum Corporation, FT-A Gas Transportation Agreement dated August 28, 2006.
28. Hydro Gulf of Mexico, LLC, formally known as Spinnaker Exploration Company, FT-A Gas Transportation Agreement dated August 28, 2006.
29. Kerr-McGee Oil and Gas Corporation, FT-A Gas Transportation Agreement dated August 28, 2006.
30. Entergy Louisiana, LLC, FT-A Gas Transportation Agreement dated September 21, 2008.
31. MGI Supply, Ltd., FT-A Gas Transportation Agreement dated October 1, 2009.
32. MGI Supply, Ltd., FT-A Gas Transportation Agreement dated November 1, 2009.
33. Massachusetts Development Finance Agency, FT-A Gas Transportation Agreement dated May 1, 2009.
34. EnergyNorth Natural Gas, Inc. d/b/a National Grid NH, FT-A Gas Transportation Agreement dated April 27, 2009.
35. Bay State Gas Company, FT-A Gas Transportation Agreement dated November 1, 2002.
36. Northern Utilities Inc., FT-A Gas Transportation Agreement dated November 1, 2002.
37. NStar Gas Company, FT-A Gas Transportation Agreement dated November 1, 2002.
38. Southern Connecticut Gas Co., FT-A Gas Transportation Agreement dated June 1, 2008.
39. Connecticut Natural Gas Corp., FT-A Gas Transportation Agreement dated June 1, 2008.

*Effective Date: 12/31/9999 Status: Accepted*  
*FERC Docket: RP09-555-000*

**First Revised Sheet No. 413B** First Revised Sheet No. 413B  
Superseding: Original Sheet No. 413B

GENERAL TERMS AND CONDITIONS (continued)

44. Anadarko Petroleum Corporation, FT-A Gas Transportation Agreement dated August 28, 2006.
45. Hydro Gulf of Mexico, LLC, formally known as Spinnaker Exploration Company, FT-A Gas Transportation Agreement dated August 28, 2006.
46. Kerr-McGee Oil and Gas Corporation, FT-A Gas Transportation Agreement dated August 28, 2006.
47. Entergy Louisiana, LLC, FT-A Gas Transportation Agreement dated September 21, 2008.

*Effective Date: 10/01/2003 Status: Effective*  
*FERC Docket: RP00-477-005*

**Second Revised Sheet No. 414** Second Revised Sheet No. 414 : Effective

Sheet No. 414 is reserved for future use.

GENERAL TERMS AND CONDITIONS (continued)

XXXVIII. PENALTY CREDITING

On an annual basis, for the twelve month period ending following the date of implementation of this section pursuant to Order No. 637, and each year thereafter, ("Crediting Period"), Transporter shall determine the total amount of penalty charges invoiced and collected during the Crediting Period under the following provisions of this Tariff:

- (i) Sections 6.4 and 11 of Rate Schedule IS;
- (ii) Sections 3.4(b), 3.4(c), 7.2 and 11 of Rate Schedule FS;
- (iii) Section 7 of Rate Schedule PAL; and
- (iv) Article VIII, Sections 2, 3, 4 and 5 of the General Terms and Conditions.

From the total amount of penalty charges collected, all amounts related to revenues or costs incurred by Transporter as a result of having to purchase, confiscate or sell gas, as well as the portion of the charges collected based on the spot price for gas, related to the penalties referenced in this Article XXXVIII, shall be credited to the cashout mechanism as revenue or costs pursuant to Section 7(g)(i) of Rate Schedule LMS-MA. For purposes of determining costs, in addition to any other costs, all amounts collected based on the spot price for gas shall be considered reimbursement for costs. The remaining amount of penalty charges collected shall be credited to all eligible parties. For purposes of this Article XXXVIII, eligible party shall be defined as any balancing party under Rate Schedules LMS-MA, LMS-PA, or SA or to the extent not governed by a balancing agreement, a shipper who received service under Rate Schedules FT-A, FT-G, FT-GS, FT-BH, FT-IL, IT, FS, PTR, NET, NET 284, PAT, and IT-X during the Crediting Period. Transporter shall credit to all such eligible parties in total an amount equal to the penalty revenues, net of costs, collected during the Crediting Period plus accrued interest. Transporter shall credit the eligible party's invoice within 60 days following the end of the Crediting Period with its allocated share of the penalty credit pro rata based on a percentage of the party's scheduled volumes to total scheduled volumes during the Crediting Period, except that for supply aggregation agreements, only the scheduled volumes at physical points at which the supply aggregation agreement is performing the balancing function shall be included. A single annual allocation percentage will be derived for each eligible party for the Crediting Period. In determining such annual allocation percentage, the scheduled volumes of parties who were assessed a penalty charge under the tariff provisions identified in this Article XXXVIII during a particular month will be excluded from the total volumes for that month; provided that where a Replacement Shipper is assessed a penalty under a release contract, the Releasing Shipper will not be disqualified from receiving its allocated share of the penalty credit based on the Replacement Shipper being assessed a penalty. To the extent an eligible party has terminated service during the Crediting Period and Transporter is no longer rendering invoices to such party at the time of the penalty credit, Transporter shall make a cash disbursement to such party in lieu of an invoice credit.

*Effective Date: 10/01/2003 Status: Effective*

*FERC Docket: RP00-477-005*

**First Revised Sheet No. 416** First Revised Sheet No. 416 : Effective

Sheet Nos. 416-502 are reserved for future use.

Effective Date: 05/01/2000 Status: Effective  
 FERC Docket: RP00- 229-000

**Fourth Revised Sheet No. 503** Fourth Revised Sheet No. 503 : Effective  
 Superseding: Third Revised Sheet No. 503

CUSTOMER NOMINATION FORM  
 TENNESSEE GAS PIPELINE COMPANY  
 HOUSTON, TEXAS

Service Requestor Contract: \_\_\_\_\_  
 Service: \_\_\_\_\_

Type of

Service Requestor Name: \_\_\_\_\_  
 \_\_\_\_\_

Attention:

Cycle (please circle one): Timely Intraday Evening Intraday Cycle 1 Intraday  
 Cycle 2 Hourly (9:00 a.m.) (9:00 a.m.) (5:00 p.m.) (9:00  
 p.m.)

| RECEIPT                                 |   |                                   |                         | DELIVERY         |                  |                    |       |                |                  |
|---|---|-----------------------------------|-------------------------|------------------|------------------|--------------------|-------|----------------|------------------|
| BEGINNING<br>DOWNSTREAM<br>DATE<br>ID # | BEGINNING<br>DOWNSTREAM<br>TIME<br>NAME | END<br>QUANTITY<br>DATE<br>(Dths) | LOC/<br>LOC PROP<br>RAN | UPSTREAM<br>ID # | UPSTREAM<br>NAME | QUANTITY<br>(Dths) | RANK  | FUEL<br>(Dths) | LOC/<br>LOC PROP |
| _____                                   | _____                                   | _____                             | _____                   | _____            | _____            | _____              | _____ | _____          | _____            |
| _____                                   | _____                                   | _____                             | _____                   | _____            | _____            | _____              | _____ | _____          | _____            |
| _____                                   | _____                                   | _____                             | _____                   | _____            | _____            | _____              | _____ | _____          | _____            |
| _____                                   | _____                                   | _____                             | _____                   | _____            | _____            | _____              | _____ | _____          | _____            |
| _____                                   | _____                                   | _____                             | _____                   | _____            | _____            | _____              | _____ | _____          | _____            |
| _____                                   | _____                                   | _____                             | _____                   | _____            | _____            | _____              | _____ | _____          | _____            |
| _____                                   | _____                                   | _____                             | _____                   | _____            | _____            | _____              | _____ | _____          | _____            |
| _____                                   | _____                                   | _____                             | _____                   | _____            | _____            | _____              | _____ | _____          | _____            |
| _____                                   | _____                                   | _____                             | _____                   | _____            | _____            | _____              | _____ | _____          | _____            |
| _____                                   | _____                                   | _____                             | _____                   | _____            | _____            | _____              | _____ | _____          | _____            |

Legend:

Customer Contact:

Loc = Meter Number  
 Upstream/Downstream ID Number = Duns #

Date:

Transaction Types:

Phone #:

- 01-Current Business
- 02-Authorized Contract Overrun
- 03-Imbalance Payback from TSP
- 04-Imbalance Payback to TSP
- 14-Extended Receipt/Delivery Service
- 26-Park Service
- 27-Park Withdrawal
- 28-Loan Service
- 29-Loan Payback

Fax #:



Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 505** Original Sheet No. 505 : Effective

MINIMUM METER TUBE CAPACITIES (continued)

STIPULATIONS OF THE ABOVE CAPACITIES

1. Use the highest expected pressure when determining the minimum capacity.
  2. These capacities do not consider restrictions and pressure losses associated with regulators piping configurations.
  3. These volumes may only be used to determine capacities of existing meter stations. They should not be used in designing or estimating new facilities.
  4. These capacities are valid for all existing meter stations.
  5. Contact the Measurement Department if there are any exceptions or questions concerning these capacities.
- \* This tariff sheet is provided for general information purposes only and should not be relied upon by Shippers as indicating measurement accuracy for any specific transactions or conditions.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 506 Original Sheet No. 506 : Effective

TENNESSEE GAS PIPELINE  
DESIGN COMPRESSION PARAMETERS

| MAINLINE STATION  | SUCT<br>PRESSURE | COMP<br>RATIO<br>(PSIG) | MINIMUM<br>THROUGHPUT | MAINLINE<br>STATION<br>(MSCFD) | SUCT<br>PRESSURE | COMP<br>RATIO<br>(PSIG) | MINIMUM<br>THROUGHPUT |
|-------------------|------------------|-------------------------|-----------------------|--------------------------------|------------------|-------------------------|-----------------------|
| 1-AUGA DULCE      | 570              | 1.336                   | 55,065                | 307-KANE                       | 602              | 1.383                   | 132,881               |
| 9-VICTORIA        | 485              | 1.550                   | 88,858                | 313-COUDERSPORT                | 753              | 1.540                   | 69,070                |
| 17-E. BERNARD     | 501              | 1.472                   | 592,287               | 315-WELLSBORO                  | 882              | 1.323                   | 648,168               |
| 25-CLEVELAND      | 474              | 1.526                   | 76,001                | 317-TROY                       | 912              | 1.261                   | 317,109               |
| 32-JASPER         | 524              | 1.320                   | 59,312                | 319-WYALUSING                  | 852              | 1.370                   | 595,399               |
| 40-NATCHITOCHE    | 476              | 1.596                   | 69,917                | 321-W. CLIFFORD                | 908              | 1.297                   | 266,961               |
| 47-MONROE         | 531              | 1.433                   | 63,661                | 325-LIBERTYVILLE               | 734              | 1.328                   | 497,666               |
| 54-GREENVILLE     | 472              | 1.609                   | 47,453                | 523-COCODRIE                   | 744              | 1.153                   | 1,468,200             |
| 63-BATESVILLE     | 471              | 1.605                   | 47,241                | 524-LEEVILLE                   | 640              | 1.363                   | 1,006,164             |
| 71-MIDDLETON      | 479              | 1.552                   | 62,246                | 527-PORT SULPHUR               | 700              | 1.308                   | 304,075               |
| 79-LOBELVILLE     | 487              | 1.515                   | 55,331                | 530-BAY ST. LOUIS              | 653              | 1.300                   | 152,705               |
| 87-PORTLAND       | 502              | 1.513                   | 55,790                | 534-PURVIS                     | 609              | 1.                      | 219,117               |
| 87-PORTLAND       | 693              | 1.103                   | 93,263                | 538-HEIDELBERG                 | 602              | 1.437                   | 115,199               |
| 87-PORTLAND       | 693              | 1.360                   | 94,399                | 542-DEKALB                     | 653              | 1.395                   | 343,096               |
| 96-CAMPBELLSVILLE | 567              | 1.334                   | 74,482                | 546-COLUMBUS                   | 750              | 1.211                   | 164,482               |
| 106-WINCHESTER    | 603              | 1.256                   | 95,722                | 550-HAMILTON                   | 708              | 1.275                   | 467,276               |
| 106-WINCHESTER    | 603              | 1.129                   | 113,919               | 555-COLLINWOOD                 | 742              | 1.216                   | 268,092               |
| 110-MOREHEAD      | 620              | 1.246                   | 641,479               | 823-KINDER (K-P LN),           | 530              | 1.779                   | 51,530                |
| 114-CATLETTSBURG  | 627              | 1.393                   | 71,543                | 823-(K-N, K-S LNS)             | 530              | 1.461                   | 78,883                |
| 200-GREENUP       | 588              | 1.312                   | 110,319               | 827-ALEXANDRIA                 | 628              | 1.453                   | 626,519               |
| 204-ALBANY        | 614              | 1.299                   | 113,611               | 834-WINNSBORO                  | 615              | 1.385                   | 94,297                |
| 209-CAMBRIDGE     | 647              | 1.233                   | 131,179               | 838-LAKE PROVIDENCE            | 540              | 1.608                   | 72,777                |
| 214-CARROLLTON    | 659              | 1.212                   | 150,002               | 843-ISOLA                      | 603              | 1.508                   | 53,935                |
| 219-MERCER        | 657              | 1.215                   | 118,300               | 847-GRENADA                    | 606              | 1.460                   | 528,568               |
| 219-MERCER        | 657              | 1.345                   | 78,365                | 851-NEW ALBANY                 | 612              | 1.488                   | 77,394                |
| 241-SYRACUSE      | 636              | 1.208                   | 383,398               | NON-MAINLINE                   | PRESSURE RATIO   | THROUGHPUT              |                       |
| 245-W. WINFIELD   | 593              | 1.289                   | 121,215               |                                | (PSIG)           |                         |                       |
| 249-CARLISLE      | 653              | 1.177                   | 714,006               |                                |                  |                         |                       |
| 254-NASSAU        | 578              | 1.282                   | 126,428               | 107A-NORTH MEANS               | 678              | 1.176                   | 180,402               |
| 261-AGAWAM        | 568              | 1.245                   | 49,309                | 500C1-NATCHITOCHE              | 512              | 1.332                   | 166,385               |
| 264-CHARLTON CIT  | 566              | 1.220                   | 367,228               | 504-PITKIN                     | 810              | 1.201                   | 346,905               |
| 267-HOPKINTON     | 533              | 1.156                   | 133,122               | 523R-COCODRIE LIRETTE          | 727              | 1.194                   | 177,652               |
| 267-HOPKINTON     | 533              | 1.418                   | 177,106               | 820C1-VINTON                   | 733              | 1.239                   | 408,821               |

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 507 Original Sheet No. 507 : Effective

TENNESSEE GAS PIPELINE  
DESIGN COMPRESSION PARAMETERS (continued)

| MAINLINE STATION    | SUCT<br>PRESSURE<br>(PSIG) | COMP<br>RATIO | MINIMUM<br>THROUGHPUT<br>(MSCFD) | MAINLINE<br>STATION   | SUCT COMP<br>PRESSURE RATIO<br>(PSIG) | MINIMUM<br>THROUGHPUT |         |
|---------------------|----------------------------|---------------|----------------------------------|-----------------------|---------------------------------------|-----------------------|---------|
| 224-CLYMER          | 472                        | 1.550         | 95,667                           | 856-SAVANNAH          | 652                                   | 1.444                 | 592,316 |
| 229-HAMBURG         | 490                        | 1.526         | 66,047                           | 860-CTRVILLE (K-P LN) | 721                                   | 1.235                 | 164,482 |
| 230B-E. AURORA      | 567                        | 1.353         | 60,992                           | 860-CTRVILLE (D-P LN) | 763                                   | 1.168                 | 205,531 |
| 230C-LOCKPORT       | 638                        | 1.281         | 326,288                          | 871-CAMPBELLSVILLE    | 778                                   | 1.214                 | 421,734 |
| 233-GENESEO         | 571                        | 1.342         | 256,528                          |                       |                                       |                       |         |
| 237-CLIFTON SPRINGS | 556                        | 1.379         | 138,996                          |                       |                                       |                       |         |

- NOTES: 1) MAINLINE STATION INFORMATION BASED ON CERTIFICATED COMPRESSION RATIO AND CERTIFICATED SUCTION PRESSURE.
- 2) NON-MAINLINE INFORMATION BASED ON CURRENT OPERATING CONDITIONS AND IS SUBJECT TO CHANGE.



Effective Date: 09/20/2004 Status: Effective  
FERC Docket: RP04-463-000

**Eighth Revised Sheet No. 509** Eighth Revised Sheet No. 509 : Effective  
Superseding: Seventh Revised Sheet No. 509

SERVICE REQUEST FORM

Tennessee Gas Pipeline Company  
1001 Louisiana Street  
Houston, Texas 77002

Attention: Director, Transportation Services

Re: \_\_\_\_\_ New Service  
or

\_\_\_\_\_ Modification of Existing Service  
(Description of existing service to be modified:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Rate Schedule IS  
\_\_\_\_\_ Rate Schedule IT  
\_\_\_\_\_ Rate Schedule IT-X  
\_\_\_\_\_ Rate Schedule PAT  
\_\_\_\_\_ Rate Schedule PTR  
\_\_\_\_\_ Rate Schedule FT-A  
\_\_\_\_\_ Rate Schedule FT-G  
\_\_\_\_\_ Rate Schedule FT-GS  
\_\_\_\_\_ Rate Schedule FT-BH  
\_\_\_\_\_ Rate Schedule FS  
\_\_\_\_\_ Rate Schedule SA  
\_\_\_\_\_ Rate Schedule FT-IL  
\_\_\_\_\_ Rate Schedule TTT

Gentlemen:

\_\_\_\_\_ (Shipper) hereby requests transportation/storage service from Tennessee Gas Pipeline Company (Tennessee) and concurrently provides the following information in connection with this request:

1. Complete legal name of Shipper:

\_\_\_\_\_

2. Type of legal entity and state of incorporation:

\_\_\_\_\_  
\_\_\_\_\_

3. Type of company:

\_\_\_\_\_ Local Distribution Company  
\_\_\_\_\_ Intrastate Pipeline  
\_\_\_\_\_ Interstate Pipeline  
\_\_\_\_\_ Producer  
\_\_\_\_\_ End-User  
\_\_\_\_\_ Marketer  
\_\_\_\_\_ Broker  
\_\_\_\_\_ Pipeline Sales Operating Unit  
\_\_\_\_\_ Other (fill in)

SERVICE REQUEST FORM (continued)

9. If additional or new facilities are required to receive or deliver gas for the transportation or storage service requested herein, please provide description of facilities required, location, and requested in-service date.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
10. For service pursuant to Rate Schedule FT-A, IT, FT-G or FT-GS, the maximum daily quantity to be transported is \_\_\_\_\_ MMBtu and \_\_\_\_\_ Mcf. The estimated total quantity of gas to be transported during the requested term of service is \_\_\_\_\_ MMBtu and \_\_\_\_\_ Mcf.
11. For service pursuant to Rate Schedule FS or IS, the Maximum Storage Quantity to be stored is \_\_\_\_\_ MMBtu. The Maximum Daily Withdrawal Quantity is \_\_\_\_\_.
12. For service pursuant to Rate Schedules FT-A, IT, FT-G or FT-GS, provide the name and a description of Primary Receipt Point(s) into Tennessee's system and the maximum daily quantities expressed in MMBtu and Mcf's of gas to be delivered by Shipper for each point. (If the request is for service under a firm transportation rate schedule then the sum of the maximum quantities above must equal the maximum daily quantity above.)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
13. For service pursuant to Rate Schedule FS and IS, designate the Service Point (either Transporter's compressor station 313, compressor station 87 Compressor Station 87, or mainline valve 121).
14. Name and description of Delivery Point(s) where Tennessee will redeliver the gas and the maximum daily quantities expressed in MMBtu and Mcf's of gas to be redelivered by Tennessee for each point:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

(If the request is for service under a firm transportation rate schedule then the sum of the maximum quantities must equal the maximum transportation quantity in above unless the shipper otherwise qualifies for redundant delivery point rights under the terms of the applicable rate schedule.)

SERVICE REQUEST FORM (continued)

9. If additional or new facilities are required to receive or deliver gas for the transportation or storage service requested herein, please provide description of facilities required, location, and requested in-service date.

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10. For service pursuant to Rate Schedule FT-A, IT, FT-G, FT-GS, FT-BH or FT-IL, the maximum daily quantity to be transported is \_\_\_\_\_ MMBtu and \_\_\_\_\_ Mcf. The estimated total quantity of gas to be transported during the requested term of service is \_\_\_\_\_ MMBtu and \_\_\_\_\_ Mcf.
11. For service pursuant to Rate Schedule FS or IS, the Maximum Storage Quantity to be stored is \_\_\_\_\_ MMBtu. The Maximum Daily Withdrawal Quantity is \_\_\_\_\_.
12. For service pursuant to Rate Schedules FT-A, IT, FT-G, FT-GS, FT-BH or FT-IL, provide the name and a description of Primary Receipt Point(s) into Tennessee's system and the maximum daily quantities expressed in MMBtu and Mcf's of gas to be delivered by Shipper for each point. (If the request is for service under a firm transportation rate schedule then the sum of the maximum quantities above must equal the maximum daily quantity above.)

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13. For service pursuant to Rate Schedule FS and IS, designate the Service Point (either Transporter's compressor station 313, compressor station 87, compressor station 40, or mainline valve 121).
14. Name and description of Delivery Point(s) where Tennessee will redeliver the gas and the maximum daily quantities expressed in MMBtu and Mcf's of gas to be redelivered by Tennessee for each point:

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(If the request is for service under a firm transportation rate schedule then the sum of the maximum quantities must equal the maximum transportation quantity in above unless the shipper otherwise qualifies for redundant delivery point rights under the terms of the applicable rate schedule.)

Effective Date: 02/16/2003 Status: Effective  
FERC Docket: GT02-35-004

**Seventh Revised Sheet No. 512** Seventh Revised Sheet No. 512 : Effective  
Superseding: Sixth Revised Sheet No. 512

SERVICE REQUEST FORM (continued)

15. Credit Evaluation - A Shipper seeking service from Transporter under Rate Schedules FS, IS, FT-G, FT-GS, FT-A, FT-BH, FT-IL, IT, IT-X, PAT, PTR, or SA must comply with Article XXVIII, Section 4 of the General Terms and Conditions.

16. Is any party associated with this request affiliated with Transporter?

Yes  No

The affiliate party or parties (if any) is:

Shipper \_\_\_\_\_  
Seller \_\_\_\_\_  
Buyer \_\_\_\_\_  
Agent \_\_\_\_\_  
End User \_\_\_\_\_  
Other \_\_\_\_\_ (fill in)

17. Is affiliate a pipeline blanket sales operating unit of transporter?

Yes  No

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 513 Original Sheet No. 513 : Effective

FORM OF RELEASE REQUEST

Tennessee Gas Pipeline Company  
P.O. Box 2511  
Houston, Texas 77252-2511  
(713) 757-4390

FOR TRANSPORTER'S USE:  
RELEASE REQUEST NO. \_\_\_\_\_

Attention: Manager of Transportation Services

Re: Request to Release Rights to  
Firm Transportation/Storage Service

Gentlemen:

\_\_\_\_\_ ("Releasing Shipper") hereby submits its request to release transportation storage rights held by Releasing Shipper under its Firm Transportation Service Agreement/Firm Storage Service Agreement ("Service Agreement") with Tennessee Gas Pipeline Company ("Transporter"). Releasing Shipper proposes to release such rights pursuant to the General Terms and Conditions of Transporter's Tariff on file with the Federal Energy Regulatory Commission. The terms of the proposed release are as follows:

1. Releasing Shipper's Service Agreement number and responsible contact person for this Release Request:
2. Maximum Daily Quantity to be released under Transportation Agreement or Maximum Storage Quantity and/or Maximum Daily Injection Quantity/Maximum Daily Withdrawal Quantity to be released under Storage Service Agreement (all quantities may be stated as minimum/maximum range):
3. Commencement Date and term of release (may be stated as range of acceptable terms):
4. Primary Receipt and Delivery Points for Transportation Service or FS Service Point for Storage Service:

| Primary Receipt Points | Meter Number | Firm Rights To Be Released<br>At Such Point(s) |
|------------------------|--------------|--|
| _____                  | _____        | _____  |
| _____                  | _____        | _____  |
| _____                  | _____        | _____  |
| _____                  | _____        | _____  |
| _____                  | _____        | _____  |
| _____                  | _____        | _____  |

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**First Revised Sheet No. 513A** First Revised Sheet No. 513A  
Superseding: Original Sheet No. 513A

SERVICE REQUEST FORM  
(PARK AND LOAN)

Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511

Attention: Director of Transportation Services

Re: \_\_\_\_\_ New Service

or

\_\_\_\_\_ Modification of Existing Service  
(Description of existing service to be modified:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen:

\_\_\_\_\_ (Shipper) hereby requests Park and/or Loan service(s) from  
Tennessee Gas Pipeline Company (Tennessee) and concurrently provides the following  
information in connection with this request:

1. Complete legal name of Shipper:

\_\_\_\_\_

2. Type of legal entity and state of incorporation:

\_\_\_\_\_

\_\_\_\_\_

3. Type of company:

\_\_\_\_\_ Local Distribution Company

\_\_\_\_\_ Intrastate Pipeline

\_\_\_\_\_ Interstate Pipeline

\_\_\_\_\_ Producer

\_\_\_\_\_ End-User

\_\_\_\_\_ Marketer

\_\_\_\_\_ Broker

\_\_\_\_\_ Pipeline Sales Operating Unit

\_\_\_\_\_ Other (fill in)

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**First Revised Sheet No. 513B** First Revised Sheet No. 513B  
Superseding: Original Sheet No. 513B

SERVICE REQUEST FORM  
(PARK AND LOAN)  
(continued)

4. Name of Shipper's contact, address, telephone number, facsimile number and e-mail address through which correspondence for the following should be directed:

Contact For Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact For Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact For Invoices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Tennessee reserves the right to require proof that Shipper's request meets the requirements of the applicable Commission Regulations.)

5. If Shipper is requesting service be performed by Tennessee for Shipper acting as agent for another entity, please specify the full legal name of such entity.

\_\_\_\_\_  
\_\_\_\_\_

6. Date service is proposed to commence:

\_\_\_\_\_

7. Term of service:

\_\_\_\_\_ months

\_\_\_\_\_ years

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-998-000

**First Revised Sheet No. 513C** First Revised Sheet No. 513C  
 Superseding: Original Sheet No. 513C

SERVICE REQUEST FORM  
 (PARK AND LOAN)  
 (continued)

8. Type of service:  
 \_\_\_\_\_ Daily Rate \_\_\_\_\_ Term Rate

9. I. Daily PAL Services

A. Daily Park Service

Daily Park Charge  
 (cents per dth per day of Parked Quantity) \_\_\_\_\_

Point of Transaction \_\_\_\_\_

Total Parked Quantity \_\_\_\_\_

Schedule for Park Service:

| Beginning Date | Ending Date | Daily Quantity<br>Delivered to Transporter<br>Dth | Daily Quantity<br>Received from Transporter<br>Dth |
|----------------|-------------|---|--|
| _____          | _____       | _____   | _____  |
| _____          | _____       | _____   | _____  |
| _____          | _____       | _____   | _____  |
| _____          | _____       | _____   | _____  |
| _____          | _____       | _____   | _____  |
| _____          | _____       | _____   | _____  |
| _____          | _____       | _____   | _____  |
| _____          | _____       | _____   | _____  |
| _____          | _____       | _____   | _____  |
| _____          | _____       | _____   | _____  |

B. Daily Loan Service

Daily Loan Charge  
 (cents per dth per day of Loaned Quantity) \_\_\_\_\_

Point of Transaction \_\_\_\_\_

Total Loaned Quantity \_\_\_\_\_

Schedule for Loan Service:

| Beginning Date | Ending Date | Daily Quantity<br>Received from Transporter<br>Dth | Daily Quantity<br>Delivered to Transporter<br>Dth |
|----------------|-------------|--|---|
| _____          | _____       | _____  | _____   |
| _____          | _____       | _____  | _____   |
| _____          | _____       | _____  | _____   |
| _____          | _____       | _____  | _____   |
| _____          | _____       | _____  | _____   |
| _____          | _____       | _____  | _____   |
| _____          | _____       | _____  | _____   |
| _____          | _____       | _____  | _____   |
| _____          | _____       | _____  | _____   |
| _____          | _____       | _____  | _____   |
| _____          | _____       | _____  | _____   |

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**Second Revised Sheet No. 513D** Second Revised Sheet No. 513D  
Superseding: First Revised Sheet No. 513D

SERVICE REQUEST FORM  
(PARK AND LOAN)  
(continued)

11. Credit Evaluation - A Shipper seeking service from Transporter under Rate Schedule PAL must comply with Article XXVIII, Section 4 of the General Terms and Conditions.
12. Is any party associated with this request affiliated with Transporter?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
13. The affiliate party or parties (if any) is:
- |          |                 |
|----------|-----------------|
| Shipper  | _____           |
| Seller   | _____           |
| Buyer    | _____           |
| Agent    | _____           |
| End User | _____           |
| Other    | _____ (fill in) |
14. Is affiliate a pipeline blanket sales operating unit of transporter?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**First Revised Sheet No. 513E** First Revised Sheet No. 513E  
Superseding: Original Sheet No. 513E

SERVICE REQUEST FORM  
(PARK AND LOAN)  
(continued)

If applicable, Shipper agrees by its signature below to provide this information within twenty-five calendar days after the month in which the Park and Loan service occurred.

Shipper understands that this request form, complete and unrevised as to format, must be received by Tennessee before the transportation/storage request will be accepted and processed.

Shipper, by its signature, certifies to Tennessee (1) that the information above is correct and accurate and that all necessary transportation arrangements with the upstream and downstream Transporters have been or will be secured prior to the commencement of the requested transportation service and (2) that Shipper will have title, or the right to acquire title, to the gas that is to be delivered to Tennessee and (3) that Shipper will advise Tennessee of any changes in the information provided in items 12 and 13 five business days prior to the end of any month for the preceding month's transportation business in which a change occurred.

Very truly yours,

\_\_\_\_\_

By \_\_\_\_\_

Effective Date: 10/01/2009 Status: Effective  
 FERC Docket: RP09-998-000

Original Sheet No. 513C.01 Original Sheet No. 513C.01

SERVICE REQUEST FORM  
 (PARK AND LOAN)  
 (continued)

II. Term PAL Services

A. Term Park Service

Term Park Charge  
 (cents per dth per day for the term of agreement) \_\_\_\_\_

Point of Transaction \_\_\_\_\_

| Beginning Date | Ending Date | Term Park Maximum Quantity Dth | Maximum Daily Quantity Delivered to Transporter Dth | Maximum Daily Quantity Received from Transporter Dth |
|----------------|-------------|--------------------------------|---|--|
| _____          | _____       | _____                          | _____   | _____  |
| _____          | _____       | _____                          | _____   | _____  |
| _____          | _____       | _____                          | _____   | _____  |
| _____          | _____       | _____                          | _____   | _____  |
| _____          | _____       | _____                          | _____   | _____  |
| _____          | _____       | _____                          | _____   | _____  |
| _____          | _____       | _____                          | _____   | _____  |
| _____          | _____       | _____                          | _____   | _____  |
| _____          | _____       | _____                          | _____   | _____  |

B. Term Loan Service

Term Loan Charge  
 (cents per dth per day for the term of agreement) \_\_\_\_\_

Point of Transaction \_\_\_\_\_

| Beginning Date | Ending Date | Term Loan Maximum Quantity Dth | Maximum Daily Quantity Received from Transporter Dth | Maximum Daily Quantity Delivered to Transporter Dth |
|----------------|-------------|--------------------------------|--|---|
| _____          | _____       | _____                          | _____  | _____   |
| _____          | _____       | _____                          | _____  | _____   |
| _____          | _____       | _____                          | _____  | _____   |
| _____          | _____       | _____                          | _____  | _____   |
| _____          | _____       | _____                          | _____  | _____   |
| _____          | _____       | _____                          | _____  | _____   |
| _____          | _____       | _____                          | _____  | _____   |
| _____          | _____       | _____                          | _____  | _____   |
| _____          | _____       | _____                          | _____  | _____   |

10. For service pursuant to Rate Schedule PAL, the Point of Transaction is: \_\_\_\_\_  
 \_\_\_\_\_

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97- 60-002

**First Revised Sheet No. 514** First Revised Sheet No. 514 : Effective  
Superseding: Original Sheet No. 514

FORM OF RELEASE REQUEST

Tennessee Gas Pipeline Company  
P.O. Box 2511  
Houston, Texas 77252-2511  
(713) 757-4390

FOR TRANSPORTER'S USE:  
RELEASE REQUEST NO. \_\_\_\_

Attention: Transportation Services

Re: Request to Release Rights to  
Firm Transportation/Storage Service

Gentlemen:

\_\_\_\_\_ ("Releasing Shipper") hereby submits its request to release transportation storage rights held by Releasing Shipper under its Firm Transportation Service Agreement/Firm Storage Service Agreement ("Service Agreement") with Tennessee Gas Pipeline Company ("Transporter"). Releasing Shipper proposes to release such rights pursuant to the General Terms and Conditions of Transporter's Tariff on file with the Federal Energy Regulatory Commission. The terms of the proposed release are as follows:

1. Releasing Shipper's Service Agreement number and responsible contact person for this Release Request:
2. Maximum Daily Quantity to be released under Transportation Agreement or Maximum Storage Quantity and/or Maximum Daily Injection Quantity/Maximum Daily Withdrawal Quantity to be released under Storage Service Agreement (all quantities may be stated as minimum/maximum range):
3. Commencement Date and term of release (may be stated as range of acceptable terms):
4. Primary Receipt and Delivery Points for Transportation Service or FS Service Point for Storage Service:

| Primary Receipt Points | Meter Number | Firm Rights To Be Released<br>At Such Point (s) |
|------------------------|--------------|---|
| _____                  | _____        | _____   |
| _____                  | _____        | _____   |
| _____                  | _____        | _____   |
| _____                  | _____        | _____   |
| _____                  | _____        | _____   |
| _____                  | _____        | _____   |

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 515 Original Sheet No. 515 : Effective

FORM OF RELEASE REQUEST (continued)

5. All applicable rates, charges and surcharges for the release (including any minimum acceptable rates):
6. (a) Transportation rights to be released will/will not be subject to recall  
(b) Conditions for recall are:
7. (a) Transportation rights to be released are/are not contingent on ability to release associated capacity on another pipeline.  
(b) Conditions associated with contingency.
8. (a) Contingent bids will/will not be accepted  
(b) Contingency can/cannot extend beyond the bidding period for \_\_\_\_\_ days.
9. (a) Bids based on a one part volumetric rate will/will not be accepted  
(b) The methodology for evaluating one part bids:
10. Alternative non-discriminatory economic standard for determination of the award of transportation rights, including alternative tie breaker to choose between bids of equal value:
11. If Releasing Shipper has already obtained a Bidder that is prepared to accept all terms and conditions of this Release Request ("Prearranged Bidder"), Releasing Shipper must provide the following information:
  - a) the complete legal name of the Prearranged Bidder, type of legal entity and state of incorporation:
  - b) the rates, charges and surcharges that the Prearranged Bidder agrees to pay for the Release Request:

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 516** Second Revised Sheet No. 516 : Effective  
Superseding: First Revised Sheet No. 516

FORM OF RELEASE REQUEST (continued)

c) The term and the Maximum Daily Quantity/Maximum Storage Quantity agreed to by the Prearranged Bidder.

11. Other Conditions of the release:

Releasing Shipper understands that Transporter reserves the right to invalidate any Release Request subsequent to its posting on Transporter's PASSKEY if it is incomplete or fails to conform in any manner to the requirements of Transporter's tariff.

Releasing Shipper, by the signature of its authorized representative, represents and certifies to Transporter that 1) the individual signing below is authorized to sign this Release Request for Releasing Shipper; 2) the information above is true, complete and correct; 3) if this Release Request includes a Prearranged Bidder, the Prearranged Bidder has agreed irrevocably to accept the transportation/storage rights described herein on the terms and conditions set forth herein.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Shipper)

By \_\_\_\_\_

Title \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 517 Original Sheet No. 517 : Effective

AGENCY AUTHORIZATION AGREEMENT

This Agreement is made, entered into and effective as of this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between Tennessee Gas Pipeline Company, a Delaware corporation hereinafter called "Transporter," and \_\_\_\_\_ a \_\_\_\_\_ corporation hereinafter referred to as "Shipper". Transporter and Shipper shall be referred to herein collectively as "Parties".

WITNESSETH:

WHEREAS Shipper and Transporter have entered into certain agreements for the transportation and/or storage of natural gas ("Underlying Agreement(s)"), as more fully set forth on Exhibit "A" attached hereto; and

WHEREAS, Shipper has expressed its desire to assign its nominating, scheduling and other administrative responsibilities pursuant to one or more of the Underlying Agreements to one or more Shipper's Agent(s) by submitting to Transporter a Request for Agency in accordance with Section 14.3 of Article III of Transporter's General Terms and Conditions and by submitting a complete and executed Exhibit "A" for each Shipper's Agent;

NOW, THEREFORE the Parties agree as follows:

ARTICLE I - DEFINITIONS

The definitions found in Article I of Transporter's General Terms and Conditions are incorporated herein by reference.

ARTICLE II - SCOPE

Shipper agrees that for the term of this Agreement the Shipper's Agent(s) shall have sole and exclusive responsibility for nominating and scheduling on behalf of Shipper, pursuant to the Agreement(s) listed on the attached Exhibits, quantities of gas up to the Delegated Quantities shown on the attached Exhibits; provided that in emergency situations where Shipper needs its capacity scheduled in a specific manner and cannot contact its Agent, Shipper shall have the right to overrule its Agent's actions if Shipper timely notifies Transporter of the revised nomination and Shipper specifically indicates to Transporter that this Agency Authorization Agreement is temporarily suspended and the period of time that such suspension shall last.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: RP00- 229-000*

**Second Revised Sheet No. 518** Second Revised Sheet No. 518 : Effective  
Superseding: First Revised Sheet No. 518

Sheet No. 518 is Reserved for Future Use.

*Effective Date: 05/01/2000 Status: Effective*  
*FERC Docket: RP00- 229-000*

**Second Revised Sheet No. 519** Second Revised Sheet No. 519 : Effective  
Superseding: First Revised Sheet No. 519

Sheet No. 519 is Reserved for Future Use.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: RP00- 229-000*

**Second Revised Sheet No. 520** Second Revised Sheet No. 520 : Effective  
Superseding: First Revised Sheet No. 520

Sheet No. 520 is Reserved for Future Use.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: RP00- 229-000*

**First Revised Sheet No. 521** First Revised Sheet No. 521 : Effective  
Superseding: Original Sheet No. 521

Sheet No. 521 is Reserved for Future Use.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: RP00- 229-000*

**First Revised Sheet No. 522** First Revised Sheet No. 522 : Effective  
Superseding: Original Sheet No. 522

Sheet No. 522 is Reserved for Future Use.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: RP00- 229-000*

**Second Revised Sheet No. 523** Second Revised Sheet No. 523 : Effective  
Superseding: First Revised Sheet No. 523

Sheet No. 523 is Reserved for Future Use.

*Effective Date: 05/01/2000 Status: Effective*  
*FERC Docket: RP00- 229-000*

**Third Revised Sheet No. 524** Third Revised Sheet No. 524 : Effective  
Superseding: Sub Second Revised Sheet No. 524

Sheet No. 524 is Reserved for Future Use.

*Effective Date: 05/01/2000 Status: Effective*  
*FERC Docket: RP00- 229-000*

**Third Revised Sheet No. 525** Third Revised Sheet No. 525 : Effective  
Superseding: Second Revised Sheet No. 525

Sheet No. 525 is Reserved for Future Use.

Effective Date: 03/13/2006 Status: Effective  
FERC Docket: RP06-219-000

**Sixth Revised Sheet No. 526** Sixth Revised Sheet No. 526 : Effective  
Superseding: Fifth Revised Sheet No. 526

GAS STORAGE CONTRACT  
(For Use under Rate Schedule FS)

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware corporation herein called "Transporter," and \_\_\_\_\_ a \_\_\_\_\_ corporation, herein called "Shipper." Transporter and Shipper collectively shall be referred to herein as the "Parties."

ARTICLE I - SCOPE OF CONTRACT

Following the commencement of service hereunder, in accordance with the terms of Transporter's Rate Schedule FS, and of this Agreement, Transporter shall receive for injection for Shipper's account a daily quantity of gas up to Shipper's Maximum Injection Quantity of \_\_\_\_\_ (Dth) and Maximum Storage Quantity (MSQ) of \_\_\_\_\_ dekatherms (Dth) (on a cumulative basis) and on demand shall withdraw from Shipper's storage account and deliver to Shipper a daily quantity of gas up to Shipper's Maximum Daily Withdrawal Quantity (MDWQ) of \_\_\_\_\_ Dth; provided however, that when Shipper's storage balance is equal to or less than 30% of the MSQ but greater than 20% of the MSQ, the Maximum Daily Withdrawal Quantity shall be \_\_\_\_\_ Dth; and provided further, that when Shipper's storage balance is less than or equal to 20% of the MSQ, the Maximum Daily Withdrawal Quantity shall be \_\_\_\_\_ Dth. For demand charge purposes, the MDWQ for balance greater than 30% of the MSQ shall be used.

ARTICLE II - SERVICE POINT

The point or points at which the gas is to be tendered for delivery by Transporter to Shipper under this Contract shall be at the storage service point at Transporter's Compressor Station \_\_\_\_\_.

ARTICLE III - PRICE

3.1 Shipper agrees to pay Transporter for all natural gas storage service furnished to Shipper hereunder, including compensation for system fuel and losses, at Transporter's legally effective rate or at any effective superseding rate applicable to the type of service specified herein. Transporter's present legally effective rate for said service is contained in Transporter's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MSQ, MDIQ, MDWQ or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified storage points; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 3.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

GAS STORAGE CONTRACT (continued)  
(For Use under Rate Schedule FS)

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 3.2 Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FS, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms of Transporter's Rate Schedule FS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by Transporter).

ARTICLE V - TERM OF CONTRACT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_ and shall remain in force and effect, unless modified as per Exhibit B, until \_\_\_\_\_, \_\_\_\_\_ ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via PASSKEY; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

This Agreement will terminate upon notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accordance with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Sub 1st Revised Sheet No. 528** Sub 1st Revised Sheet No. 528 : Effective  
Superseding: Original Sheet No. 528

GAS STORAGE CONTRACT (continued)

(For Use Under Rate Schedule FS)

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511

Attention: Director of Transportation Control

SHIPPER: \_\_\_\_\_

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this contract. Otherwise no assignment of the contract or any of the rights or obligations thereunder shall be made by Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Fourth Revised Sheet No. 529** Fourth Revised Sheet No. 529 : Effective  
Superseding: Third Revised Sheet No. 529

GAS STORAGE CONTRACT (continued)

(For Use Under Rate Schedule FS)

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - MISCELLANEOUS

- 8.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.

ARTICLE IX - PRIOR AGREEMENTS CANCELED

Transporter and Shipper agree that this Contract, as of the date hereof, shall supersede and cancel the following contract(s) between the parties hereto:

Contract for Storage Service dated \_\_\_\_\_.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized agents.

TENNESSEE GAS PIPELINE COMPANY

By \_\_\_\_\_  
Agent and Attorney-in-Fact

SHIPPER

By \_\_\_\_\_  
Title \_\_\_\_\_

Effective Date: 11/01/1994 Status: Effective  
FERC Docket: RP93-147-006

**First Revised Sheet No. 530** First Revised Sheet No. 530 : Effective  
Superseding: Original Sheet No. 530

GAS STORAGE SERVICE AGREEMENT

EXHIBIT "A"  
FIRM GAS STORAGE SERVICE AGREEMENT  
DATED \_\_\_\_\_, \_\_\_\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND  
\_\_\_\_\_

AMENDMENT:

SERVICE PACKAGE MSQ:

MAXIMUM DAILY INJECTION QUANTITY:

MAXIMUM DAILY WITHDRAWAL QUANTITY (MDWQ):

| STORAGE BALANCE<br>FROM DTH | STORAGE BALANCE<br>TO DTH | MAXIMUM DAILY WITHDRAWAL<br>QUANTITY DTH |
|-----------------------------|---------------------------|--|
|-----------------------------|---------------------------|--|

SERVICE POINT: Compressor Station

INJECTION METER:

WITHDRAWAL METER:

| METER | METER NAME | COUNTY | ST | ZONE/I/W | LEG | BALANCE FROM | BALANCE TO | MDWQ |
|-------|------------|--------|----|----------|-----|--------------|------------|------|
|-------|------------|--------|----|----------|-----|--------------|------------|------|

Effective Date: 06/01/2008 Status: Effective  
FERC Docket: RP08-338-000

**First Revised Sheet No. 530A** First Revised Sheet No. 530A : Pending  
Superseding: Original Sheet No. 530A

GAS TRANSPORTATION AGREEMENT  
(For Use Under FS Rate Schedule)

EXHIBIT B  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_, \_\_\_\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND  
\_\_\_\_\_

REVENUE REDUCTION OPTION PROVISIONS\*

SERVICE PACKAGE:

OPTION PERIOD(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION AS BID BY  
THE SHIPPER:

\* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE  
STANDARD OF THE GENERAL TERMS AND CONDITIONS.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 531 Original Sheet No. 531 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be \_\_\_\_\_ dekatherms. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

GAS TRANSPORTATION AGREEMENT (continued)  
(For Use Under FT-A Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

GAS TRANSPORTATION AGREEMENT (continued)  
(For Use Under FT-A Rate Schedule)

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-A Rate Schedule)

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
  - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This contract shall be effective as of \_\_\_\_\_, \_\_\_\_\_, and shall remain in force and effect, unless modified as per Exhibit B, until \_\_\_\_\_, \_\_\_\_\_ ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via PASSKEY; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Second Sub Second Revised Sheet No. 535** Second Sub Second Revised Sheet No. 535 : Effective  
Superseding: First Revised Sheet No. 535

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-A Rate Schedule)

- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Director, Transportation Control

SHIPPER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-A Rate Schedule)

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV  
ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV  
MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 537** Original Sheet No. 537 : Effective

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-A Rate Schedule)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

SHIPPER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-019

**Original Sheet No. 537A** Original Sheet No. 537A : Effective

GAS TRANSPORTATION AGREEMENT  
(For Use Under FT-A Rate Schedule)

EXHIBIT A  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_, 19\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND

Service Package:

Service Package TQ:

| METER AND<br>METER NAME | PARTY NAME | INTERCONNECT<br>COUNTY | ST | ZONE | R/D | LEG | METER-TQ |
|-------------------------|------------|------------------------|----|------|-----|-----|----------|
|-------------------------|------------|------------------------|----|------|-----|-----|----------|

Effective Date: 06/01/2008 Status: Effective  
FERC Docket: RP08-338-000

**First Revised Sheet No. 537B** First Revised Sheet No. 537B : Pending  
Superseding: Original Sheet No. 537B

GAS TRANSPORTATION AGREEMENT  
(For Use Under FT-A Rate Schedule)

EXHIBIT B  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_, \_\_\_\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND  
\_\_\_\_\_

REVENUE REDUCTION OPTION PROVISIONS\*

SERVICE PACKAGE:

OPTION PERIOD(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION AS BID BY  
THE SHIPPER:

\* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE  
STANDARD OF THE GENERAL TERMS AND CONDITIONS.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 538 Original Sheet No. 538 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-G Rate Schedule)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each month of each year during the term hereof. Shipper shall elect a Transportation Quantity (TQ) for each month of the year and specify the delivery point meters to which service under this Rate Schedule applies. Any limitations of the quantities to be delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 539** Original Sheet No. 539 : Effective

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-G Rate Schedule)

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-G, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Receipt and Delivery Points shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

GAS TRANSPORTATION AGREEMENT (continued)  
(For Use Under FT-G Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges and surcharges to be paid by Shipper to Transporter for the transportation service provided herein, including compensation for system fuel and losses, shall be in accordance with Transporter's Rate Schedule FT-G and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

GAS TRANSPORTATION AGREEMENT (continued)  
(For Use Under FT-G Rate Schedule)

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-G (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Tennessee's FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-G and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-G Rate Schedule)

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
  - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_, and shall remain in force and effect, unless modified as per Exhibit B, until \_\_\_\_\_, \_\_\_\_\_ ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via PASSKEY; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Second Sub 2nd Revised Sheet No. 543** Second Sub 2nd Revised Sheet No. 543 : Effective  
Superseding: First Revised Sheet No. 543

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-G Rate Schedule)

- 12.2 Any portions of this Agreement necessary to correct or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff shall survive the other parts of the Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after there termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Tennessee's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-G Rate Schedule)

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV  
ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV  
MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 545** Original Sheet No. 545 : Effective

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-G Rate Schedule)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_ Agent and Attorney-in-Fact

SHIPPER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 23-019

**Original Sheet No. 545A** Original Sheet No. 545A : Effective

GAS TRANSPORTATION AGREEMENT  
(For Use Under FT-G Rate Schedule)

EXHIBIT A  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_, 19\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND

Service Package:

Service Package TQ:

| METER AND<br>METER NAME | PARTY NAME | INTERCONNECT<br>COUNTY | ST | ZONE | R/D | LEG | METER-TQ |
|-------------------------|------------|------------------------|----|------|-----|-----|----------|
|-------------------------|------------|------------------------|----|------|-----|-----|----------|

Effective Date: 06/01/2008 Status: Effective  
FERC Docket: RP08-338-000

**First Revised Sheet No. 545B** First Revised Sheet No. 545B : Pending  
Superseding: Original Sheet No. 545B

GAS TRANSPORTATION AGREEMENT  
(For Use Under FT-G Rate Schedule)

EXHIBIT B  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_, \_\_\_\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND  
\_\_\_\_\_

REVENUE REDUCTION OPTION PROVISIONS\*

SERVICE PACKAGE:

OPTION PERIOD(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION AS BID BY  
THE SHIPPER:

\* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE  
STANDARD OF THE GENERAL TERMS AND CONDITIONS.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 546 Original Sheet No. 546 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-GS Rate Schedule)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, \_\_\_\_\_, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each month of each year during the term hereof, which shall be \_\_\_\_\_ dekatherms.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-GS, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Delivery Point(s) and Primary Receipt Point(s) shall be those points specified on Exhibit A attached hereto.

Effective Date: 10/01/1998 Status: Effective  
FERC Docket: RP98-378-001

**Sub First Revised Sheet No. 547** Sub First Revised Sheet No. 547 : Effective  
Superseding: Substitute Original Sheet No. 547

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-GS Rate Schedule)

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's. Any exceptions to this Article shall be specified on Exhibit "A" attached hereto.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges and surcharges to be paid by Shipper to Transporter for the transportation service provided herein, including compensation for system fuel and losses, shall be in accordance with Transporter's Rate Schedule FT-GS and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.
- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-GS Rate Schedule)

- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-GS (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-GS and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-GS Rate Schedule)

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:

- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, by Shipper herein.

11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

Effective Date: 09/03/2005 Status: Effective  
FERC Docket: RP05-534-000

**Third Revised Sheet No. 550** Third Revised Sheet No. 550 : Effective  
Superseding: Second Revised Sheet No. 550

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-GS Rate Schedule)

ARTICLE XII

TERM

- 12.1 This Contract shall be effective as of \_\_\_\_\_, \_\_\_\_\_, and shall remain in force and effect, unless modified as per Exhibit B, until \_\_\_\_\_, \_\_\_\_\_ ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via PASSKEY; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Sub First Revised Sheet No. 551** Sub First Revised Sheet No. 551 : Effective  
Superseding: Original Sheet No. 551

GAS TRANSPORTATION AGREEMENT (continued)  
(For Use Under FT-GS Rate Schedule)

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Director, Transportation Control

SHIPPER: \_\_\_\_\_

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 552** Second Revised Sheet No. 552 : Effective  
Superseding: First Revised Sheet No. 552

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-GS Rate Schedule)

- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV  
MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 553** Original Sheet No. 553 : Effective

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-GS Rate Schedule)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

SHIPPER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-019

**Original Sheet No. 553A** Original Sheet No. 553A : Effective

GAS TRANSPORTATION AGREEMENT  
(For Use Under FT-GS Rate Schedule)

EXHIBIT A  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_, 19\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND

Service Package:

Service Package TQ:

| METER AND<br>METER NAME | PARTY NAME | INTERCONNECT<br>COUNTY | ST | ZONE | R/D | LEG | METER-TQ |
|-------------------------|------------|------------------------|----|------|-----|-----|----------|
|-------------------------|------------|------------------------|----|------|-----|-----|----------|

Effective Date: 06/01/2008 Status: Effective  
FERC Docket: RP08-338-000

**First Revised Sheet No. 553B** First Revised Sheet No. 553B : Pending  
Superseding: Original Sheet No. 553B

GAS TRANSPORTATION AGREEMENT  
(For Use Under FT-GS Rate Schedule)

EXHIBIT B  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_, \_\_\_\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND  
\_\_\_\_\_

REVENUE REDUCTION OPTION PROVISIONS\*

SERVICE PACKAGE:

OPTION PERIOD(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION AS BID BY  
THE SHIPPER:

\* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE  
STANDARD OF THE GENERAL TERMS AND CONDITIONS.

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 23-012

**Original Sheet No. 554** Original Sheet No. 554 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be \_\_\_\_\_ dekatherms.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in the Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transporter agrees to accept and receive daily on an interruptible basis, as determined in Transporter's sole opinion, at the Point(s) of Receipt, from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity of gas and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas.

ARTICLE III

FACILITIES

All Facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT) continued

ARTICLE IV

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE V

RATES AND CHARGES FOR GAS TRANSPORTATION

- 5.1 TRANSPORTATION RATES - Commencing with the date of initial receipt of gas by the rates, charges and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule IT and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 5.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.
- 5.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 5.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule IT, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 556 Original Sheet No. 556 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT) continued

ARTICLE VI

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule IT and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE VIII

REGULATION

- 8.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 8.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE IX

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT) continued

ARTICLE X

WARRANTIES

- 10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
  - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI

TERM

- 11.1 This Agreement shall be effective from the date hereof and shall remain in full force and effect on a month to month basis unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party.
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Sub First Revised Sheet No. 558** Sub First Revised Sheet No. 558 : Effective  
Superseding: Original Sheet No. 558

GAS TRANSPORTATION AGREEMENT  
(For Use Under Rate Schedule IT)

ARTICLE XII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
  
Attention: Director, Transportation Control

SHIPPER: \_\_\_\_\_

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 559** Second Revised Sheet No. 559 : Effective  
Superseding: First Revised Sheet No. 559

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT) continued

ARTICLE XIII  
ASSIGNMENT

Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Otherwise, this Agreement shall not be assigned.

ARTICLE XIV  
MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 560** Original Sheet No. 560 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT) continued

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

SHIPPER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Effective Date: 06/15/1994 Status: Effective  
FERC Docket: RP94-187-000

Original Sheet No. 560A Original Sheet No. 560A : Effective

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT-X)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be \_\_\_\_\_ dekatherms.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in the Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 QUALIFIED RECEIPT POINT - shall be as defined in Section 4.1 of Rate Schedule IT-X
- 1.4 DELIVERY POINT - shall be as defined in Section 4.2 of Rate Schedule IT-X.

ARTICLE II  
SERVICE

Transporter agrees to accept and receive daily on an interruptible basis with hourly scheduling flexibility, as determined in Transporter's sole opinion, at the Qualified Receipt Point(s), from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity of gas and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas.

ARTICLE III

FACILITIES

All Facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

Effective Date: 10/01/1998 Status: Effective  
FERC Docket: RP98-378-001

**Sub First Revised Sheet No. 560B** Sub First Revised Sheet No. 560B : Effective  
Superseding: Original Sheet No. 560B

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT-X) continued

ARTICLE IV

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE V

RATES AND CHARGES FOR GAS TRANSPORTATION

- 5.1 APPLICABLE RATES - Commencing with the date of initial receipt of gas by the rates, charges and surcharges to be paid by Shipper to Transporter for the service provided herein shall be in accordance with Transporter's Rate Schedule IT-X and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 5.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.
- 5.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 5.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule IT-X, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

Effective Date: 06/15/1994 Status: Effective  
FERC Docket: RP94-187-000

**Original Sheet No. 560C** Original Sheet No. 560C : Effective

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT-X) continued

ARTICLE VI

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule IT-X and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE VIII

REGULATION

- 8.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 8.2 The Service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE IX

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT-X) continued

ARTICLE X

WARRANTIES

- 10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
  - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI

TERM

- 11.1 This Agreement shall be effective from the date hereof and shall remain in full force and effect on a month to month basis unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party.
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Sub First Revised Sheet No. 560E** Sub First Revised Sheet No. 560E : Effective  
Superseding: Original Sheet No. 560E

GAS TRANSPORTATION AGREEMENT  
(For Use Under Rate Schedule IT-X)

ARTICLE XII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Director, Transportation Control

SHIPPER: \_\_\_\_\_

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 560F** Second Revised Sheet No. 560F : Effective  
Superseding: First Revised Sheet No. 560F

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT-X) continued

ARTICLE XIII  
ASSIGNMENT

Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Otherwise, this Agreement shall not be assigned.

ARTICLE XIV  
MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement, Rate Schedule IT-X or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement such change.

Effective Date: 06/15/1994 Status: Effective

FERC Docket: RP94-187-000

**Original Sheet No. 560G** Original Sheet No. 560G : Effective

GAS TRANSPORTATION AGREEMENT

(For Use Under Rate Schedule IT-X) continued

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

SHIPPER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Effective Date: 08/01/1998 Status: Effective  
FERC Docket: RP98- 99-000

Original Sheet No. 560H Original Sheet No. 560H : Effective

GAS TRANSPORTATION AGREEMENT  
(For Use Under FT-BH Rate Schedule)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be \_\_\_\_\_ dekatherms. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

GAS TRANSPORTATION AGREEMENT (continued)  
(For Use Under FT-BH Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-BH and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

Effective Date: 03/13/2006 Status: Effective  
FERC Docket: RP06-219-000

**First Revised Sheet No. 560J** First Revised Sheet No. 560J : Effective  
Superseding: Original Sheet No. 560J

GAS TRANSPORTATION AGREEMENT (continued)  
(For Use Under FT-BH Rate Schedule)

- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-BH, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-BH and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-BH Rate Schedule)

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
  - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 Subject to the availability of this Rate Schedule, this contract shall be effective as of \_\_\_\_\_, \_\_\_\_\_, and shall remain in force and effect, unless modified as per Exhibit B, until \_\_\_\_\_, \_\_\_\_\_ ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via PASSKEY; provided further, that if the Primary Term is one year or more, then subject to the availability of capacity and at Shipper's election, Transporter shall require Shipper to exercise its right-of-first refusal by making the capacity available in accord with the procedures outlined in Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

Effective Date: 08/01/1998 Status: Effective  
FERC Docket: RP98-99-000

**Original Sheet No. 560L** Original Sheet No. 560L : Effective

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-BH Rate Schedule)

- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Director, Transportation Services

SHIPPER:

NOTICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

BILLING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**First Revised Sheet No. 560M** First Revised Sheet No. 560M : Effective  
Superseding: Original Sheet No. 560M

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-BH Rate Schedule)

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV  
ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV  
MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

Effective Date: 08/01/1998 Status: Effective

FERC Docket: RP98-99-000

**Original Sheet No. 560N** Original Sheet No. 560N : Effective

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-BH Rate Schedule)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

SHIPPER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 08/01/1998 Status: Effective

FERC Docket: RP98-99-000

**Original Sheet No. 5600** Original Sheet No. 5600 : Effective

GAS TRANSPORTATION AGREEMENT  
(For Use Under FT-BH Rate Schedule)

EXHIBIT A  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_ / \_\_\_\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND

Service Package:

Service Package TQ:

| METER AND<br>METER NAME | PARTY NAME | INTERCONNECT<br>COUNTY | ST | ZONE | R/D | LEG | METER-TQ |
|-------------------------|------------|------------------------|----|------|-----|-----|----------|
|-------------------------|------------|------------------------|----|------|-----|-----|----------|

Effective Date: 06/01/2008 Status: Effective  
FERC Docket: RP08-338-000

**First Revised Sheet No. 560P** First Revised Sheet No. 560P : Pending  
Superseding: Original Sheet No. 560P

GAS TRANSPORTATION AGREEMENT  
(For Use Under FT-BH Rate Schedule)

EXHIBIT B  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_, \_\_\_\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND  
\_\_\_\_\_

REVENUE REDUCTION OPTION PROVISIONS\*

SERVICE PACKAGE:

OPTION PERIOD(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION AS BID BY  
THE SHIPPER:

\* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE  
STANDARD OF THE GENERAL TERMS AND CONDITIONS.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT

(For Use Under FT-IL Rate Schedule)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, on a specified lateral, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be \_\_\_\_\_ dekaltherms. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas on a specified lateral as identified on Exhibit "A" attached hereto.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

or

(If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.)

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INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)  
(For Use Under FT-IL Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-IL and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and applicable surcharges for the specified Incremental Lateral service in the Summary of Rates in Transporter's FERC Gas Tariff and in Rate Schedule FT-IL. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

Effective Date: 03/13/2006 Status: Effective  
FERC Docket: RP06-219-000

**First Revised Sheet No. 560S** First Revised Sheet No. 560S : Effective  
Superseding: Original Sheet No. 560S

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)  
(For Use Under FT-IL Rate Schedule)

- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-IL, (b) Rate Schedule FT-IL pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FT-IL. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the Transporter's FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-IL and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The FT-IL transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-IL Rate Schedule)

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
  - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This contract shall be effective as of \_\_\_\_\_, \_\_\_\_\_, and shall remain in force and effect, unless modified as per Exhibit B, until \_\_\_\_\_, \_\_\_\_\_ ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via PASSKEY; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

Effective Date: 09/20/2004 Status: Effective  
FERC Docket: RP04-463-000

**First Revised Sheet No. 560U** First Revised Sheet No. 560U : Effective  
Superseding: Original Sheet No. 560U

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-IL Rate Schedule)

- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
1001 Louisiana Street  
Houston, Texas 77002  
Attention: Director, Transportation Services

SHIPPER:

NOTICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

BILLING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-IL Rate Schedule)

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

Effective Date: 11/03/2001 Status: Effective

FERC Docket: RP02-17-000

**Original Sheet No. 560W** Original Sheet No. 560W : Effective

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)

(For Use Under FT-IL Rate Schedule)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

SHIPPER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 11/03/2001 Status: Effective  
FERC Docket: RP02- 17-000

**Original Sheet No. 560X** Original Sheet No. 560X : Effective

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT  
(For Use Under FT-IL Rate Schedule)

EXHIBIT A  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_, \_\_\_\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND  
\_\_\_\_\_

For service on the \_\_\_\_\_ Lateral

Service Package:

Service Package TQ:

PRIMARY RECEIPT POINTS

| METER AND<br>METER NAME | PARTY NAME | INTERCONNECT<br>COUNTY | ST | R/D | METER-TQ |
|-------------------------|------------|------------------------|----|-----|----------|
|-------------------------|------------|------------------------|----|-----|----------|

PRIMARY DELIVERY POINTS

| METER AND<br>METER NAME | PARTY NAME | INTERCONNECT<br>COUNTY | ST | R/D | METER-TQ |
|-------------------------|------------|------------------------|----|-----|----------|
|-------------------------|------------|------------------------|----|-----|----------|

Effective Date: 06/01/2008 Status: Effective  
FERC Docket: RP08-338-000

**First Revised Sheet No. 560Y** First Revised Sheet No. 560Y : Pending  
Superseding: Original Sheet No. 560Y

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT  
(For Use Under FT-IL Rate Schedule)

EXHIBIT B  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_, \_\_\_\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND  
\_\_\_\_\_

REVENUE REDUCTION OPTION PROVISIONS\*

SERVICE PACKAGE:

OPTION PERIOD(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION AS BID BY  
THE SHIPPER:

\* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF  
THE GENERAL TERMS AND CONDITIONS.

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 23-012

Original Sheet No. 561 Original Sheet No. 561 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from \_\_\_\_\_, a \_\_\_\_\_ Corporation, under \_\_\_\_\_'s FT-A contract number \_\_\_\_\_ with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I  
DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be \_\_\_\_\_ dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II  
TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 562 Original Sheet No. 562 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-A) continued

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 563 Original Sheet No. 563 : Effective

#### GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-A) continued

General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

#### ARTICLE VII

##### BILLINGS AND PAYMENTS

Transporter shall bill and Replacement Shipper shall pay all rates and charges in accordance with Article III, Section 11.11(h) and (i) and Articles V and VI, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

#### ARTICLE VIII

##### GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

#### ARTICLE IX

##### RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

#### ARTICLE X

##### WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants the following:

- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-A) continued

the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI

TERM

11.1 This Agreement shall be effective as of \_\_\_\_\_, 19\_\_ and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_\_ (subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Sub First Revised Sheet No. 565** Sub First Revised Sheet No. 565 : Effective  
Superseding: Original Sheet No. 565

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-A) continued

ARTICLE XII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Director, Transportation Control

REPLACEMENT SHIPPER: \_\_\_\_\_

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 566** Second Revised Sheet No. 566 : Effective  
Superseding: First Revised Sheet No. 566

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-A) continued

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIII  
ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV  
MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 567 Original Sheet No. 567 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-A) continued

14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

REPLACEMENT SHIPPER

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

TITLE: \_\_\_\_\_

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Sub First Revised Sheet No. 567A** Sub First Revised Sheet No. 567A : Effective  
Superseding: Original Sheet No. 567A

GAS TRANSPORTATION AGREEMENT

(For Use by Replacement Shipper Under Rate Schedule FT-A)

EXHIBIT A

TO GAS TRANSPORTATION AGREEMENT

DATED \_\_\_\_\_, 19\_\_

BETWEEN

TENNESSEE GAS PIPELINE COMPANY

AND

Service Package:

Service Package TQ:

Amendment Effective Date:

Amendment Effective Thru Date:

| METER AND  | INTERCONNECT |        |    |          |     |          |           |  |
|------------|--------------|--------|----|----------|-----|----------|-----------|--|
| METER NAME | PARTY NAME   | COUNTY | ST | ZONE R/D | LEG | METER-TQ | BID PRICE |  |

|                 |       |     |       |    |
|-----------------|-------|-----|-------|----|
| *Recall Right - | _____ | Yes | _____ | No |
| Reput Rights -  | _____ | Yes | _____ | No |
| Volumetric -    | _____ | Yes | _____ | No |

NOTE: Bid price does not include commodity rate.  
See Tennessee's Applicable Rate Schedule.

\*Transporter shall not be responsible for enforcing specific conditions for recall.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 568 Original Sheet No. 568 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-G)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from \_\_\_\_\_, a \_\_\_\_\_ Corporation, under \_\_\_\_\_'s FT-G contract number \_\_\_\_\_ with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each month of each year during the term hereof. Replacement Shipper shall be subject to the specified TQ for each month of the year and delivery point specified in Exhibit "A."
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-G, at the Point(s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 569** Original Sheet No. 569 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-G) continued

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Receipt and Delivery Points shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporter's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-G rate schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 INCIDENTAL CHARGES - Replacement Shipper agrees to reimburse Tennessee for any filing or similar fees, which have not been previously paid by Replacement Shipper, which Transporter incurs in rendering service hereunder.

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 23-012

**Original Sheet No. 570** Original Sheet No. 570 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-G) continued

- 6.3 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-G, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Replacement Shipper shall pay all rates and charges in accordance with Article III, Section 11.11(h) and (i), Article V and Article VI, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-G and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 571 Original Sheet No. 571 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-G) continued

ARTICLE X

WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants the following:

- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- (b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI

TERM

11.1 This Agreement shall be effective as of \_\_\_\_\_, 19\_\_ and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_\_ [subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Second Sub First Revised Sheet No. 572** Second Sub First Revised Sheet No. 572 : Effective  
Superseding: Sub Original Sheet No. 572

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-G) continued

11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with Article III, Section 11.11(h) and (i) and Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511

Attention: Director, Transportation Control

REPLACEMENT SHIPPER: \_\_\_\_\_

NOTICES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 23-019

**Substitute Original Sheet No. 573** Substitute Original Sheet No. 573 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-G) continued

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIII

ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV

MISCELLANEOUS

- 14.1 THIS INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 574** Second Revised Sheet No. 574 : Effective  
Superseding: First Revised Sheet No. 574

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-G)

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

REPLACEMENT SHIPPER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Sub First Revised Sheet No. 574A** Sub First Revised Sheet No. 574A : Effective  
Superseding: Original Sheet No. 574A

GAS TRANSPORTATION AGREEMENT

(For Use by Replacement Shipper (under FT-G Rate Schedule))

EXHIBIT A

TO GAS TRANSPORTATION AGREEMENT

DATED \_\_\_\_\_, 19\_\_

BETWEEN

TENNESSEE GAS PIPELINE COMPANY

AND

Service Package:

Service Package TQ:

Amendment Effective Date:

Amendment Effective Thru Date:

| METER AND  | INTERCONNECT |        |    |      |     |     |          |     |       |
|------------|--------------|--------|----|------|-----|-----|----------|-----|-------|
| METER NAME | PARTY NAME   | COUNTY | ST | ZONE | R/D | LEG | METER-TQ | BID | PRICE |

\*Recall Right - \_\_\_\_\_ Yes \_\_\_\_\_ No  
Reput Rights - \_\_\_\_\_ Yes \_\_\_\_\_ No  
Volumetric - \_\_\_\_\_ Yes \_\_\_\_\_ No

NOTE: Bid price does not include commodity rate.  
See Tennessee's Applicable Rate Schedule.

\*Transporter shall not be responsible for enforcing specific conditions for recall.

Effective Date: 08/01/1998 Status: Effective  
FERC Docket: RP98- 99-000

**Original Sheet No. 574B** Original Sheet No. 574B : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-BH)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from \_\_\_\_\_, a \_\_\_\_\_ Corporation, under \_\_\_\_\_'s FT-BH contract number \_\_\_\_\_ with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be \_\_\_\_\_ dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

Effective Date: 08/01/1998 Status: Effective  
FERC Docket: RP98- 99-000

**Original Sheet No. 574C** Original Sheet No. 574C : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-BH) continued

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-BH Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-BH, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the

Effective Date: 08/01/1998 Status: Effective  
FERC Docket: RP98-99-000

**Original Sheet No. 574D** Original Sheet No. 574D : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-BH) continued

General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Replacement Shipper shall pay all rates and charges in accordance with Article III, Section 11.11(i) and (j) and Articles V and VI, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-BH and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X

WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants the following:

- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-BH) continued

the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI

TERM

11.1 Subject to the availability of this Rate Schedule, this Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_ and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_\_ (subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

11.3 This Agreement will terminate automatically in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

Effective Date: 08/01/1998 Status: Effective  
FERC Docket: RP98-99-000

**Original Sheet No. 574F** Original Sheet No. 574F : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-BH) continued

ARTICLE XII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Director, Transportation Services

REPLACEMENT SHIPPER: \_\_\_\_\_

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**First Revised Sheet No. 574G** First Revised Sheet No. 574G : Effective  
Superseding: Original Sheet No. 574G

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-BH) continued

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIII  
ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV  
MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.

Effective Date: 08/01/1998 Status: Effective  
FERC Docket: RP98-99-000

**Original Sheet No. 574H** Original Sheet No. 574H : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-BH) continued

14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

REPLACEMENT SHIPPER

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

TITLE: \_\_\_\_\_

Effective Date: 08/01/1998 Status: Effective  
FERC Docket: RP98-99-000

Original Sheet No. 574I Original Sheet No. 574I : Effective

GAS TRANSPORTATION AGREEMENT

(For Use by Replacement Shipper Under Rate Schedule FT-BH)

EXHIBIT A

TO GAS TRANSPORTATION AGREEMENT

DATED \_\_\_\_\_, \_\_\_\_\_

BETWEEN

TENNESSEE GAS PIPELINE COMPANY

AND

Service Package:

Service Package TQ:

Amendment Effective Date:

Amendment Effective Thru Date:

| METER AND  | INTERCONNECT |        |    |      |     |     |          |           |  |
|------------|--------------|--------|----|------|-----|-----|----------|-----------|--|
| METER NAME | PARTY NAME   | COUNTY | ST | ZONE | R/D | LEG | METER-TQ | BID PRICE |  |

|                 |       |     |       |    |       |                       |  |  |
|-----------------|-------|-----|-------|----|-------|-----------------------|--|--|
| *Recall Right - | _____ | Yes | _____ | No |       |                       |  |  |
| Reput Rights -  | _____ | Yes | _____ | No | _____ | Yes, at the option of |  |  |
| Volumetric -    | _____ | Yes | _____ | No |       | Replacement Shipper   |  |  |

NOTE: Bid price does not include commodity rate.  
See Tennessee's Applicable Rate Schedule.

\*Transporter shall not be responsible for enforcing specific conditions for recall.

Effective Date: 11/03/2001 Status: Effective  
FERC Docket: RP02- 17-000

Original Sheet No. 574J Original Sheet No. 574J : Effective

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-IL)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from \_\_\_\_\_, a \_\_\_\_\_ Corporation, under \_\_\_\_\_'s FT-IL contract number \_\_\_\_\_ with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis on a specified lateral, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be \_\_\_\_\_ dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas on a specified lateral.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

or

(If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.)

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INCREMENTAL LATERAL TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-IL) continued

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "A" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-IL Rate Schedule, including all adjustments in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff, and applicable fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-IL, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FT-IL. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Replacement Shipper shall pay all rates and charges in accordance with Article III, Section 11.11(h) and (i) and Articles V and VI, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-IL and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Effective Date: 11/03/2001 Status: Effective

FERC Docket: RP02- 17-000

Original Sheet No. 574L Original Sheet No. 574L : Effective

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-IL) continued

ARTICLE IX

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X

WARRANTIES

- 10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants the following:
- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
  - (b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI

TERM

- 11.1 This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_ and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_\_ (subject to recall).
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

Effective Date: 09/20/2004 Status: Effective  
FERC Docket: RP04-463-000

**First Revised Sheet No. 574M** First Revised Sheet No. 574M : Effective  
Superseding: Original Sheet No. 574M

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-IL) continued

ARTICLE XII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
1001 Louisiana Street  
Houston, Texas 77002  
Attention: Director, Transportation Services

REPLACEMENT SHIPPER: \_\_\_\_\_

NOTICES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIII

ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

Effective Date: 11/03/2001 Status: Effective  
FERC Docket: RP02- 17-000

Original Sheet No. 574N Original Sheet No. 574N : Effective

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FT-IL) continued

ARTICLE XIV

MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

REPLACEMENT SHIPPER

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

TITLE: \_\_\_\_\_

Effective Date: 11/03/2001 Status: Effective

FERC Docket: RP02-17-000

Original Sheet No. 5740 Original Sheet No. 5740 : Effective

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT

(For Use by Replacement Shipper Under Rate Schedule FT-IL)

EXHIBIT A

TO GAS TRANSPORTATION AGREEMENT

DATED \_\_\_\_\_, \_\_\_\_\_

BETWEEN

TENNESSEE GAS PIPELINE COMPANY

AND

\_\_\_\_\_ Lateral  
For Service on the \_\_\_\_\_

Service Package:

Service Package TQ:

Amendment Effective Date:

Amendment Effective Thru Date:

| METER AND<br>METER NAME | INTERCONNECT<br>PARTY NAME | COUNTY | ST | R/D | METER-TQ | BID PRICE |
|-------------------------|----------------------------|--------|----|-----|----------|-----------|
|-------------------------|----------------------------|--------|----|-----|----------|-----------|

|                 |           |          |
|-----------------|-----------|----------|
| *Recall Right - | _____ Yes | _____ No |
| Reput Rights -  | _____ Yes | _____ No |
| Volumetric -    | _____ Yes | _____ No |

NOTE: Bid price does not include commodity rate.  
See Tennessee's Applicable Rate Schedule.

\*Transporter shall not be responsible for enforcing specific conditions for recall.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 575 Original Sheet No. 575 : Effective

GAS STORAGE AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FS)

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware corporation herein called "Transporter," and \_\_\_\_\_ a \_\_\_\_\_ corporation, herein called "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment under \_\_\_\_\_, a \_\_\_\_\_ Corporation, from \_\_\_\_\_'s FS contract number \_\_\_\_\_ with Transporter.

ARTICLE I - SCOPE OF CONTRACT

Following the commencement of service hereunder, in accordance with the terms of Transporter's Rate Schedule FS and of this Agreement, Transporter shall receive at the Service Point for Replacement Shipper's account a quantity of gas up to Replacement Shipper's Maximum Injection Quantity (on a daily basis) and up to Replacement Shipper's Maximum Storage Quantity of \_\_\_\_\_ Dth (on a cumulative basis) and on demand shall withdraw from Replacement Shipper's storage account and redeliver to Replacement Shipper a daily quantity of gas up to Replacement Shipper's Maximum Daily Withdrawal Quantity of \_\_\_\_\_ Dth.

ARTICLE II - SERVICE POINT

The point at which the gas is to be tendered for delivery to or from Transporter under this Contract shall be at the storage service point at Transporter's Compressor Station \_\_\_\_.

ARTICLE III - PRICE

1. Replacement Shipper agrees to pay Transporter for all natural gas storage service furnished to Replacement Shipper hereunder at the bid amount specified on Exhibit "A" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporter's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rates under the FS Rate Schedule including all adjustments in accordance with the General Terms and Conditions, the fuel reimbursement, and any other usage charges applicable pursuant to Transporter's Gas Tariff.
2. Replacement Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Replacement Shipper, which Transporter incurs in rendering service hereunder.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Second Sub First Revised Sheet No. 576** Second Sub First Revised Sheet No. 576 : Effective  
Superseding: Sub Original Sheet No. 576

GAS STORAGE AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FS)

- 3.3. Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FS, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement is subject to the terms of Transporter's Rate Schedule FS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto, including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by Transporter.

ARTICLE V - TERM OF CONTRACT

- 5.1 This Contract shall be effective as of \_\_\_\_\_, 19\_\_, and shall remain in force and effect until \_\_\_\_\_, 19\_\_.
- 5.2 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511

Attention: Director, Transportation Control

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 577 Original Sheet No. 577 : Effective

GAS STORAGE AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FS)

Replacement Shipper:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Replacement Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Otherwise no assignment of the Contract or any of the rights or obligations thereunder shall be made by Replacement Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-020

**Original Sheet No. 577A** Original Sheet No. 577A : Effective

EXHIBIT "A"  
TO FIRM GAS STORAGE SERVICE CONTRACT  
DATED \_\_\_\_\_, 19\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND

---

CONTRACT:

AMENDMENT:

CONTRACT MSQ:

MAXIMUM DAILY WITHDRAWAL QUANTITY:

MAXIMUM DAILY INJECTION QUANTITY:

SERVICE POINT:

INJECTION METER:

WITHDRAWAL METER:

BID PRICE:

NOTE: BID PRICE DOES NOT INCLUDE COMMODITY RATE.  
SEE TRANSPORTER'S APPLICABLE RATE SCHEDULE.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 578** Second Revised Sheet No. 578 : Effective  
Superseding: First Revised Sheet No. 578

GAS STORAGE AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule FS)

ARTICLE VIII - MISCELLANEOUS

- 8.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.3 Unless otherwise expressly provided in this Agreement or Transporter's Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

By \_\_\_\_\_  
Agent and Attorney-in-fact

REPLACEMENT

By \_\_\_\_\_  
Agent and Attorney-in-fact

TITLE \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 579** Original Sheet No. 579 : Effective

EXHIBIT "A"  
TO FIRM GAS STORAGE SERVICE CONTRACT  
DATED \_\_\_\_\_, 19\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND  
\_\_\_\_\_

CONTRACT:  
AMENDMENT:  
CONTRACT MSQ:  
MAXIMUM DAILY WITHDRAWAL QUANTITY:  
MAXIMUM DAILY INJECTION QUANTITY:  
SERVICE POINT:  
INJECTION METER:  
WITHDRAWAL METER:

BID PRICE:

NOTE: BID PRICE DOES NOT INCLUDE COMMODITY RATE.  
SEE TRANSPORTER'S APPLICABLE RATE SCHEDULE.

Effective Date: 10/01/1998 Status: Effective  
FERC Docket: RP98-378-001

**Sub Second Revised Sheet No. 580** Sub Second Revised Sheet No. 580 : Effective  
Superseding: Original Sheet No. 580

#### GAS STORAGE CONTRACT

(For Use Under Rate Schedule IS)

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, by and between  
TENNESSEE GAS PIPELINE COMPANY, a Delaware corporation herein called "Transporter," and  
\_\_\_\_\_ a \_\_\_\_\_ corporation, herein called "Shipper."

#### ARTICLE I - SCOPE OF CONTRACT

Following the commencement of service hereunder, in accordance with the terms of  
Transporter's Rate Schedule IS, and of this Agreement, Transporter shall provide  
interruptible service for Shipper under Rate Schedule IS and shall receive and redeliver  
on an interruptible basis to Shipper quantities of natural gas up to the Shipper's  
Maximum Storage Quantity of \_\_\_\_\_ Dth.

#### ARTICLE II - SERVICE POINT

The point or points at which the gas is to be tendered for delivery by Transporter to  
Shipper under this Contract shall be at the storage service point at Transporter's  
Compressor Station \_\_\_\_\_.

#### ARTICLE III - PRICE

- 3.1 Shipper agrees to pay Transporter for all natural gas storage service furnished to  
Shipper hereunder, including compensation for system fuel and losses, at  
Transporter's legally effective rate or at any effective superseding rate  
applicable to the type of service specified herein. Transporter's present legally  
effective rate for said service is contained in Transporter's Rate Schedule IS as  
filed with the Federal Energy Regulatory Commission. Except as provided to the  
contrary in any written or electronic agreement(s) between Transporter and Shipper  
in effect during the term of this Agreement, Shipper shall pay Transporter the  
applicable maximum rate(s) and all other applicable charges and surcharges  
specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this  
Rate Schedule. Transporter and Shipper may agree that a specific discounted rate  
will apply only to certain volumes under the agreement. Transporter and Shipper  
may agree that a specified discounted rate will apply only to specified volumes  
(MSQ, Injection or Withdrawal volumes) under the Agreement; that a specified  
discounted rate will apply only if specified volumes are achieved (with the  
maximum rates applicable to volumes above the specified volumes or to all volumes  
if the specified volumes are never achieved); that a specified discounted rate  
will apply only during specified periods of the year or over a specifically  
defined period of time; and/or that a specified discounted rate will apply only to  
specified storage points. Transporter and Shipper may agree to a discounted rate  
pursuant to the provisions of this Section 3.1 provided that the discounted rate  
is between the applicable maximum and minimum rates for this service.
- 3.2 Shipper agrees to reimburse Transporter for any filing or similar fees, which have  
not been previously paid by Shipper, which Transporter incurs in rendering service  
hereunder.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Second Sub First Revised Sheet No. 581** Second Sub First Revised Sheet No. 581 : Effective  
Superseding: Sub Original Sheet No. 581

GAS STORAGE CONTRACT (continued)

(For Use Under Rate Schedule IS)

- 3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule IS, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

The terms of Transporter's Rate Schedule IS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by Transporter) are hereby incorporated into this Contract and made applicable to each term, condition, and obligation hereof.

ARTICLE V - TERM OF CONTRACT

- 5.1 This Contract shall become effective on \_\_\_\_\_, 19\_\_, and shall remain in full force and effect on a month to month basis unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party.
- 5.2 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511

Attention: Director, Transportation Control

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 582 Original Sheet No. 582 : Effective

GAS STORAGE CONTRACT (continued)

(For Use Under Rate Schedule IS)

SHIPPER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this contract. Otherwise no assignment of the contract or any of the rights or obligations thereunder shall be made by Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 583** Second Revised Sheet No. 583 : Effective  
Superseding: First Revised Sheet No. 583

GAS STORAGE CONTRACT (continued)

(For Use Under Rate Schedule IS)

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - MISCELLANEOUS

- 8.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.3 Unless otherwise expressly provided in this Agreement or Transporter's Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

Transporter and Shipper agree that this Contract, as of the date hereof, shall supersede and cancel the following contract(s) between the parties hereto:

Contract for Storage Service dated \_\_\_\_\_.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-019

**Substitute Original Sheet No. 584** Substitute Original Sheet No. 584 : Effective

GAS STORAGE CONTRACT (continued)

(For Use Under Rate Schedule IS)

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

By: \_\_\_\_\_  
Agent and Attorney-in-fact

SHIPPER

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

Effective Date: 12/04/1997 Status: Effective  
FERC Docket: RP97-386-000

**First Revised Sheet No. 585** First Revised Sheet No. 585 : Effective  
Superseding: Original Sheet No. 585

BALANCING AGREEMENT

(For Use at Points of Delivery)

This Agreement is dated \_\_\_\_\_, \_\_\_\_\_ by and between Tennessee Gas Pipeline Company, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Balancing Party." Transporter and Balancing Party shall be referred to collectively herein as "Parties."

W I T N E S S E T H:

WHEREAS, Transporter transports natural gas to the delivery point(s) specified in Exhibit "A" attached hereto (Delivery Points) and Balancing Party receives such gas from Transporter;

WHEREAS, the gas actually received at the Delivery Point(s) is at times different than the quantities scheduled to be transported by Transporter to those points;

WHEREAS, Transporter and Balancing Party desire to aggregate all quantities delivered at all of the Delivery Points for balancing purposes and to allocate the transportation of natural gas from to Delivery Point(s) based upon scheduled quantities and to allocate any difference between such scheduled quantities and actual deliveries at the Delivery Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Transporter and Balancing Party desire to correct the Operational Imbalances in subsequent periods in cash, unless the Parties mutually agree otherwise;

WHEREAS, Transporter and Balancing Party desire to implement operating rules designed to encourage conduct that maintains Transporter's system balance in a manner that facilitates the movement of gas for sales and transportation purposes;

NOW, THEREFORE, Transporter and Balancing Party covenant and agree as follows:

BALANCING AGREEMENT (continued)

(For Use at Points of Delivery)

ARTICLE I

NOMINATIONS AND CONFIRMATIONS

- 1.1 Confirmation of Nominations - Prior to the beginning of the month in which service is to commence, Balancing Party shall confirm the quantities nominated to be transported by Transporter at the Delivery Point(s) commencing on the first day of the month following the confirmation. The quantities confirmed through this process shall become the "Scheduled Quantities". Any modification to such scheduled quantities shall be re-confirmed by Transporter and Balancing Party prior to the commencement of the revised service. Transporter shall notify Balancing Party of any problems regarding the scheduling of gas in accordance with confirmation hereunder within one business days after such confirmation, unless mutually agreed to otherwise. Balancing Party shall notify Transporter of any errors in the quantity scheduled pursuant to its confirmations within one business day of receipt of such information from Transporter. If Balancing Party fails to confirm the quantities to be transported and/or purchased at any Delivery Point(s) in accordance with the above, and such failure continues for two business days or more (whether or not such days are consecutive) after 24 hour written notice to the Balancing party by Transporter for each occurrence of Balancing party's failure to confirm, then the affected Delivery Points shall be deleted from Exhibit A upon written notice from Transporter at the end of that calendar month.
- 1.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at the Delivery Point(s) will be equal to the Scheduled Quantities. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Delivery Point(s) are equal to the Scheduled Quantities. Unless prohibited by applicable law or regulation, all transportation services and/or gas sales by Transporter shall be allocated each day based upon the Scheduled Quantities or by such other methods as may be mutually agreed to by both Parties.
- 1.3 Allocation of Variances - The difference on any day between the Scheduled Quantities and the actual quantity delivered at the Delivery Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the Scheduled Quantities during a calendar month and the total actual quantity delivered at the Delivery Point(s) during the calendar month shall be the Monthly Operational Imbalance. Any Monthly Operational Imbalances will be resolved in accordance with Article II.

BALANCING AGREEMENT (continued)

(For Use at Points of Delivery)

- 1.4 Daily Imbalances - Balancing Party will be subject to the Daily Imbalance provisions of Rate Schedule LMS-MA.
- 1.5 Reports on Actual Deliveries - Should Transporter not have the ability to monitor actual deliveries at any Delivery Point on a daily basis, Balancing Party shall provide to Transporter the best available information compiled on a daily basis on the actual deliveries at such Delivery Point(s) within two business days after the date of delivery. Nothing in this section will require Balancing Party to install metering devices where none currently exist.

ARTICLE II

CORRECTION OF OPERATIONAL IMBALANCES

- 2.1 Corrections in Flow Rates During A Day - Balancing Party will be able to request adjustments to actual deliveries at its Delivery Points at any time during the production day by coordinating with Transporter's gas dispatchers. Transporter will use reasonable efforts to accommodate those changed quantities when the operating conditions on Transporter's system permits, taking into consideration the nominations made by firm customers on Transporter's system.
- 2.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Transporter for purposes of adjustments under this Section on a daily basis during the production month to determine the estimated Operational Imbalance at all of the Delivery Point(s). Transporter shall make the estimated Daily Variances and Monthly Operational Imbalance at each Delivery Point available to Balancing Party on or before the first business day after each production day. Adjustments in nominations and actual deliveries will be made by Balancing Party during the production month to adequately control imbalance levels. If Balancing Party fails to take such

BALANCING AGREEMENT (continued)

(For Use at Points of Delivery)

corrective action, Transporter may, upon one day's notice, adjust the scheduled quantities and actual deliveries during the remainder of the production month to adequately control imbalance levels. Any such adjustments will be incorporated in the daily nominations confirmed between Transporter and Balancing Party.

- 2.3 Corrections In Subsequent Periods - As soon as practicable following the close of each month, Transporter will send Balancing Party a statement setting forth the accrued Daily Imbalance Charges and the Operational Imbalance existing at the end of the prior month. Any Monthly Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA, unless the Parties mutually agree otherwise.
- 2.4 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 2.5 Operational Integrity - Nothing in this Article II shall limit Transporter's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions which threaten the integrity of its system.

ARTICLE III

TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force from \_\_\_\_\_, \_\_\_\_\_, for a primary term of one (1) year, or, upon mutual agreement of Balancing Party and Transporter, a primary term extending until \_\_\_\_\_, \_\_\_\_\_, and shall continue after the primary term on a month-to-month basis unless canceled by either Party upon thirty (30) days' prior written notice with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice, with the termination to be effective at the end of a calendar month.

Effective Date: 02/01/2003 Status: Effective  
FERC Docket: RP03-224-000

**Second Revised Sheet No. 589** Second Revised Sheet No. 589 : Effective  
Superseding: First Revised Sheet No. 589

BALANCING AGREEMENT (continued)

(For Use at Points of Delivery)

- 3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA of Transporter's FERC Gas Tariff, unless the Parties mutually agree otherwise; provided, however, that Transporter has notified Balancing Party of such imbalance no later than twelve months after the termination of this Agreement.
- 3.3 This Agreement will terminate automatically upon written notice from Transporter in the event that Balancing Party fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's Tariff.

ARTICLE IV

IMBALANCE CHARGES

- 4.1 CURRENT CHARGES - Commencing upon the date of execution, the rates, charges, and surcharges to be paid by Balancing Party to Transporter shall be in accordance with Transporter's Rate Schedule LMS-MA and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 4.2 INCIDENTAL CHARGES - Balancing Party agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Balancing Party, which Transporter incurs in rendering service hereunder.
- 4.3 CHANGES IN RATES AND CHARGES - Balancing Party agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule LMS-MA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

BALANCING AGREEMENT (continued)

(For Use at Points of Delivery)

ARTICLE V

MISCELLANEOUS

- 5.1 Warranties - Balancing Party warrants (i) that as to any gas which it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement; and (iv) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas which Balancing Party delivers or causes to be delivered hereunder.
- 5.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction over the transactions described herein. THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 5.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97- 60-003

**Second Revised Sheet No. 591** Second Revised Sheet No. 591 : Effective  
Superseding: Original Sheet No. 591

BALANCING AGREEMENT (continued)

(For Use at Points of Delivery)

- 5.4 Billings and Payments - Transporter shall bill and Balancing Party shall pay for the correction of Operational Imbalances in cash in accordance with Articles V and VI, respectively, of the General Terms and Conditions specified in Transporter's FERC Gas Tariff.
- 5.5 Incorporation of Tariff - Unless otherwise stated herein, the General Terms and Conditions specified in Transporter's FERC Gas Tariff are incorporated as part of this Agreement.
- 5.6 Notices - Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER:

NOTICES: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Volume Control

BILLINGS: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Accounting

BALANCING PARTY:

NOTICES:

BILLINGS:

(With regard to operational matters, Balancing Party shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.)

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 592** Second Revised Sheet No. 592 : Effective  
Superseding: First Revised Sheet No. 592

BALANCING AGREEMENT (continued)

(For Use at Points of Delivery)

- 5.7 Conflicts - If there is any conflict or discrepancy between this Agreement and any other Agreement between Transporter and Balancing Party with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control.
  
- 5.8 Unless otherwise expressly provided in this Agreement or Transporter's Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Balancing Party has submitted a request for change through PASSKEY and Balancing Party has been notified through PASSKEY of Transporter's agreement to such change.

The Parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

TRANSPORTER:

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

BALANCING PARTY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Effective Date: 12/01/1997 Status: Effective  
FERC Docket: RP96-268-004

**First Revised Sheet No. 593A** First Revised Sheet No. 593A : Effective  
Superseding: Original Sheet No. 593A

Exhibit "B" to  
Balancing Agreement for use at Points of Delivery  
between Tennessee Gas Pipeline Company ("Transporter") and  
\_\_\_\_\_ (Pipeline Balancing Party)  
dated \_\_\_\_\_

Downstream Storage Swing Option

Pipeline Balancing Party has elected to facilitate the use by its customers who also have contracts under Transporter's Rate Schedule FS or who are TPP Shippers as defined in Section 8(c) (i) of Rate Schedule LMS-MA ("Storage Contract Holders"), of Transporter's Downstream Storage Swing Option ("DSS Option") as set forth at Section 9 of the LMS-MA Rate Schedule of Transporter's FERC Gas Tariff. In recognition of such election, Transporter and Pipeline Balancing Party further agree as follows:

1. The definitions set forth at Section 9(a) of Transporter's LMS-MA Rate Schedule shall apply to terms used in this Amendment.
2. Pipeline Balancing Party shall provide to Transporter on a daily basis on the form provided by Transporter, the following information for all Storage Contract Holders for whom Pipeline Balancing Party has elected the DSS Option: the portion of the difference between the quantity of gas scheduled and the quantity of gas delivered at the Downstream Delivery Point that should be treated as an automatic storage injection or withdrawal or as scheduled transportation, and whether that difference reflects an over-take, which should result in a Transporter storage withdrawal or as a scheduled receipt at a TPP Service Point, or whether that difference reflects an under-take, which should result in a Transporter storage injection or as a scheduled delivery at a TPP Service Point. Pipeline Balancing Party shall provide such information no later than two (2) business days after the date of actual delivery of gas and shall provide the information by fax unless Transporter and Pipeline Balancing Party agree to another method of transmission of the information. Pipeline Balancing Party shall provide such information separately for each Storage Contract Holder. In addition, Pipeline Balancing Party shall provide monthly allocation statements for each Downstream Delivery Point.
3. The Operational Imbalance as determined pursuant to Section 2 of the Balancing Agreement shall be adjusted each day to reflect the appropriate portion of Daily Variances at Downstream Delivery Points that are to be treated as scheduled storage injections or withdrawals or as scheduled transportation in accordance with the DSS Option. No adjustment to the imbalance at the Pipeline Interconnect shall be made for that portion of Daily Variances that exceed the limitations set forth at Section 9(g) of Transporter's LMS-MA Rate Schedule.

Effective Date: 12/01/1997 Status: Effective  
FERC Docket: RP96-268-004

**First Revised Sheet No. 593B** First Revised Sheet No. 593B : Effective  
Superseding: Original Sheet No. 593B

Exhibit "B" to  
Balancing Agreement for use at Points of Delivery  
between Tennessee Gas Pipeline Company ("Transporter") and  
\_\_\_\_\_ (Pipeline Balancing Party)  
dated \_\_\_\_\_

4. Transporter may temporarily suspend the effectiveness of this Amendment upon twenty-four hours (24) prior written notice to the Pipeline Balancing Party when Transporter believes that suspension is necessary in order to protect the operational integrity of its system or ensure its ability to deliver scheduled firm quantities.
5. Upon reasonable request by Transporter, Pipeline Balancing Party agrees to provide Transporter with additional information regarding the activity of Storage Contract Holders.
6. This Amendment shall take effect on \_\_\_\_\_ 1, 19\_\_ and shall continue in effect on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice to the other party.
7. In the absence of gross negligence or willful misconduct on the part of Transporter, Pipeline Balancing Party agrees to indemnify and hold Transporter harmless from all claims, including attorneys fees and court costs, arising from or related to the information provided to Transporter by Pipeline Balancing Party in connection with the DSS Option.

Transporter:

Tennessee Gas Pipeline Company

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Pipeline Balancing Party:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: 11/05/2005 Status: Effective  
FERC Docket: RP06- 10-000

**Fifth Revised Sheet No. 593C** Fifth Revised Sheet No. 593C : Effective  
Superseding: Fourth Revised Sheet No. 593C

Agreement between Tennessee Gas  
Pipeline Company ("Transporter") and  
\_\_\_\_\_ ("Third Party Provider or TPP Contractor")  
dated \_\_\_\_\_

#### TPP Agreement

This Agreement is entered into between Transporter and \_\_\_\_\_, a Third Party Provider ("TPP") that has entered into a Balancing Agreement in the form set forth in Transporter's FERC Gas Tariff (hereinafter referred to as "TPP Contractor"). The individual facilities owned/operated by Transporter and by TPP Contractor interconnect at \_\_\_\_\_ (the "TPP Service Point") and TPP Contractor has entered into agreements with its customers providing for the receipt and delivery of gas by TPP Contractor at the TPP Service Point.

TPP Contractor further desires to provide for the receipt or delivery of gas at the TPP Service Point for its customers who have elected or may elect TPP Service pursuant to Section 8 and/or Section 9 of Transporter's LMS-MA Rate Schedule. In recognition of this desire, TPP Contractor and Transporter further agree as follows:

1. Information - TPP Contractor must have the ability to verify changes in flow by real time validation to Transporter through electronic telemetry equipment.
2. Confirmation of Balancing Parties - No later than 5 business days prior to the beginning of each month, TPP Contractor shall confirm with Transporter, either through Transporter's PASSKEY or via fax, the identities of the Balancing Parties using TPP Contractor to provide a swing service as part of the TPP Service pursuant to Section 8 and/or Section 9 of Transporter's LMS-MA Rate Schedule.
3. Confirmation of Nominations - In addition to the provisions of Article I of the Balancing Agreement, each day the Parties shall reconcile and confirm, through Transporter's PASSKEY or via fax, the quantities of gas scheduled for receipt or delivery at the TPP Service Point ("TPP Quantities") on a prospective basis as well as the quantities of gas allocated to the TPP Service Point through the TPP Service ("Swing Quantities") on a retroactive basis. Two (2) business days after actual flow, Transporter shall provide to TPP Contractor, via PASSKEY or fax, its best available data as to the Swing Quantities allocated to the TPP Service Point. Upon receipt of such data, TPP Contractor shall, within one (1) hour, commence providing for receipt or delivery of gas at the TPP Service Point to make-up for such Swing Quantities, in addition to the normal daily receipt or delivery of gas for TPP Quantities and complete such make-up within twenty-four (24) hours of commencement; provided that upon notice by Transporter, Transporter and TPP Contractor may establish a longer period of time for such make-up if operational conditions exist that warrant the extension. Any changes to TPP Quantities shall be effective only if agreed to by both Parties. Such communication regarding changes shall be substantially in the form mutually agreeable to the Parties.

Effective Date: 11/05/2005 Status: Effective  
FERC Docket: RP06- 10-000

**Third Revised Sheet No. 593D** Third Revised Sheet No. 593D : Effective  
Superseding: Second Revised Sheet No. 593D

Agreement between Tennessee Gas  
Pipeline Company ("Transporter") and  
\_\_\_\_\_ ("Third Party Provider or TPP Contractor")  
dated \_\_\_\_\_

4. Correction Resolution - Notwithstanding the provisions of Section 2.3 of the Balancing Agreement, Transporter shall resolve an Operational Imbalance existing at the end of a month by either (a) rolling the Imbalance forward to the next month if the imbalance is less than 2% of the sum of the TPP Quantities and make up for Swing Quantities, or (b) cashing out the Imbalance in accordance with the applicable provisions in Rate Schedule LMS-MA if the imbalance is greater than 2% of the sum of the TPP Quantities and make up for Swing Quantities.
5. Force Majeure - In the event that Transporter declares force majeure in accordance with Article X of Transporter's FERC Gas Tariff, Transporter's obligations hereunder shall be suspended in accordance with such Article X and the "Limitation on Penalties" provision of Transporter's Rate Schedule LMS-MA shall apply. In the event that the TPP Contractor declares force majeure in accordance with Article X of Transporter's FERC Gas Tariff, Transporter shall swing all of the TPP Shipper's affected Daily Variances to its FS contract, if applicable; or, if no FS contract is available, Transporter shall cash out any remaining Imbalance in accordance with the applicable provisions in Rate Schedule LMS-MA.
6. Termination of Swing Service to TPP Shipper - Nothing herein shall prevent TPP Contractor from electing to terminate TPP Shipper's use of the TPP Contractor to provide TPP Service contemplated in this Agreement, provided that TPP Contractor provide Transporter with one day's prior notice of such election.

Transporter:

Tennessee Gas Pipeline Company

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Third Party Provider Contractor:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 594 Original Sheet No. 594 : Effective

BALANCING AGREEMENT

(For Use at Points of Receipt)

This Agreement dated and effective \_\_\_\_\_, 19\_\_ by and between Tennessee Gas Pipeline Company a Delaware Corporation, hereinafter referred to as "Transporter," and a \_\_\_\_\_ corporation, hereinafter referred to as "Balancing Party".

W I T N E S S E T H:

WHEREAS, Transporter transports and/or purchases natural gas at the receipt point(s) specified in Exhibit "A" attached hereto (Receipt Points);

WHEREAS, the gas actually delivered at the Receipt Point(s) is at times different than the quantities scheduled to be purchased and/or transported by Transporter from those points;

WHEREAS, Transporter and Balancing Party desire to allocate the transportation of natural gas from the Receipt Point(s) based upon scheduled quantities and to allocate any difference between such scheduled quantities and actual deliveries at the Receipt Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Transporter and Balancing Party desire to resolve the Operational Imbalance in subsequent periods in cash;

WHEREAS, Transporter and Balancing Party desire to implement operating rules designed to encourage conduct that maintains Transporter's system balance in a manner that facilitates the movement of gas for sales and transportation purposes.

NOW, THEREFORE, Transporter and Balancing Party agree as follows:

ARTICLE I  
NOMINATIONS AND CONFIRMATIONS

- 1.1 Confirmation of Nominations - Prior to the beginning of each month this Agreement is in effect, Balancing Party shall confirm or cause to be confirmed the quantities nominated to be delivered by Balancing Party or for Balancing Party's account by Transporter at the Receipt Point(s) commencing on the first day of the month following the confirmation. Balancing Party shall reconfirm any modification to such confirmations or cause such modification to be re-confirmed prior to the commencement of the revised service. Transporter shall

BALANCING AGREEMENT (continued)

(For Use at Points of Receipt)

notify Balancing Party or Balancing Party's designee of any problem(s) regarding the scheduling of gas in accordance with confirmations made hereunder within one business day after each daily confirmation and within four business days after the end of each calendar month for an aggregate of all confirmations for a calendar month, unless mutually agreed to otherwise. Balancing Party shall notify Transporter or cause Transporter to be notified of any errors in the quantity scheduled pursuant to its confirmation within one business day of receipt of such information from Transporter. If Balancing Party fails to confirm the quantities to be transported and/or purchased at any Receipt Point(s) in accordance with the above, and such failure continues for seven days or more within the calendar month (whether or not such days are consecutive) after 24-hour written notice to the Balancing Party by Transporter for each occurrence of Balancing Party's failure to confirm, then the affected points shall be deleted from Exhibit A upon written notice from Transporter at the end of that calendar month.

- 1.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at the Receipt Point(s) will be equal to the scheduled quantities. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Receipt Point(s) are equal to the scheduled quantities. Unless prohibited by applicable law or regulation, all transportation services and/or gas purchases by Transporter shall be allocated each day in accordance with Section 3 of Rate Schedule LMS-PA of Transporter's Tariff, or by such other methods as may be mutually agreed to by both Parties.
- 1.3 Allocation of Variances - The difference on any day between the scheduled quantities at all Receipt Points and the total actual quantity delivered at all Receipt Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the scheduled quantities during a calendar month and the total actual quantity delivered at the Receipt Point(s), as shown on Exhibit "A", during the calendar month shall be the Monthly Operational Imbalance. Any Monthly Operational Imbalances will be corrected in accordance with Article II.
- 1.4 Reports on Actual Deliveries - Should Transporter not have the ability to monitor actual deliveries at any Receipt Point(s) on a daily basis, Balancing Party shall provide to Transporter the best available information compiled on a daily basis on the actual deliveries at such Receipt Point(s) within two business days after the date of delivery. Furthermore, Balancing Party shall provide or have provided to Transporter meter statements within four (4) business days after the close of a calendar month at any Receipt Point(s) where Transporter does not operate the meter; provided that if Balancing Party

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Third Revised Sheet No. 596** Third Revised Sheet No. 596 : Effective  
Superseding: Second Sub First Revised Sheet No. 596

BALANCING AGREEMENT (continued)

(For Use at Points of Receipt)

provides flow charts within four business days of each day of flow during the month, Transporter will integrate such charts for Balancing Party at no cost, with the Balancing Party retaining the right to examine the integration of such charts within one year. If Balancing Party does not provide or have such information or meter statements at any Receipt Point(s) provided to Transporter, or such information contains significant inaccuracies as reasonably determined by Transporter, and such conditions continue for fifteen days or more (whether or not such days are consecutive) after the first notice to the Balancing Party, then all affected Receipt Points shall be deleted from this Agreement upon written notice from Transporter at the end of that calendar month.

- 1.5 Daily Imbalances - Balancing Party will be subject to the Daily Imbalance provisions of Rate Schedule LMS-PA.

ARTICLE II

CORRECTION OF OPERATIONAL IMBALANCES

- 2.1 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, shall be used by Transporter for purposes of adjustments under this Section on a daily basis during the calendar month to determine the estimated Operational Imbalance at all of the Receipt Point(s). Transporter shall make the estimated Daily Variances and Monthly Operational Imbalance available to Balancing Party by the end of the first business day after each production day. Transporter may make or Balancing Party may make or cause to be made adjustments in nominations and actual deliveries, upon 24 hours notice by making imbalance make up nominations pursuant to this Agreement and in accordance with the applicable provisions of Transporter's FERC Gas Tariff. Any adjustments will offset pre-existing imbalances accrued during the production month.
- 2.2 Corrections In Subsequent Periods - As soon as practicable following the close of each month, Transporter will send Balancing Party a statement setting forth the accrued Daily Imbalance Charges and the Monthly Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be resolved in cash in accordance with Rate Schedule LMS-PA of Transporter's FERC Gas Tariff.

BALANCING AGREEMENT (continued)

(For Use at Points of Receipt)

- 2.3 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 2.4 Mutual Assistance Provision - In recognition that Balancing Party has a significant amount of control over the flow of gas into Transporter's system and can assist in alleviating balancing problems or remedying supply deficiencies, upon mutual agreement, Balancing Party will increase or decrease flows independent from nominations. This agreement is subordinate to Balancing Party's contractual obligations (as well as subject to operational constraints placed on the producers behind the point by geological or equipment conditions). In any month such assistance is provided to Transporter, Transporter will waive all daily imbalance charges amassed by Balancing Party in the month during periods when an OFO is not in effect. The agreement to provide mutual assistance shall be at the sole discretion of the Balancing Party and subordinate to the right of the Balancing Party to operate its properties in a manner that constitutes prudent and efficient operation. Any daily variance resulting from a Balancing Party's assistance pursuant hereto shall not be considered in the calculation of such Balancing Party's Monthly Operational Imbalance.
- 2.5 Operational Integrity - Nothing in this Article II shall limit Transporter's right to take action as may be required to adjust receipts of gas in order to alleviate conditions that threaten the integrity of its system.

ARTICLE III

TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be effective from the date hereof and shall remain in full force and effect on a month-to-month basis unless terminated by either Party giving thirty days' prior written notice, with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice with the termination to be effective at the end of a calendar month.
- 3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be resolved in cash in accordance with Rate Schedule LMS-PA of Transporter's FERC Gas Tariff Volume No. 1, unless the Parties mutually agree otherwise; provided, however, that Transporter has notified Balancing Party of such imbalance no later than twelve months after the termination of this Agreement.

BALANCING AGREEMENT (continued)

(For Use at Points of Receipt)

- 3.3 This Agreement will terminate automatically upon written notice from Transporter in the event that Balancing Party fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's Tariff.

ARTICLE IV

CHARGES

- 4.1 Current Charges - Commencing upon the date of execution, the rates, charges, and surcharges to be paid by Balancing Party to Transporter for the service provided herein shall be in accordance with Transporter's Rate Schedule LMS-PA and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 4.2 Incidental Charges - Balancing Party agrees to reimburse Tennessee for any filing or similar fees, which have not been previously paid for by Balancing Party, that Transporter incurs in rendering service hereunder.
- 4.3 Changes in Rates and Charges - Balancing Party agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule LMS-PA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Balancing Party may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE V

MISCELLANEOUS

- 5.1 Warranties - Balancing Party warrants (i) that as to any gas that it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance that such gas will be free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to

BALANCING AGREEMENT (continued)

(For Use at Points of Receipt)

deliver or cause to be delivered such gas; and (iii) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party will pay, or cause to be paid, all royalties, overriding royalties, taxes or other charges due on the gas delivered to Transporter and will file all necessary reports with federal or state agencies associated with the gas delivered to Transporter. If the federal or state law or taxing agency requires Transporter to pay such charges directly to the agency or other person, and to file any reports on such deliveries, Balancing Party will act as Transporter's agent in paying the necessary charges and filing the necessary reports. Balancing Party represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas that Balancing Party delivers or causes to be delivered hereunder. Balancing Party or Balancing Party's designee agrees to take the necessary corrective action requested by Transporter in accordance with this Agreement. If the Balancing Party or Balancing Party's designee fails to take such corrective action, then this Agreement shall terminate upon written notice from Transporter at the end of the calendar month. Transporter may act, and shall be fully protected in acting, in reliance upon any and all acts performed by Balancing Party to nominate, confirm and deliver gas hereunder and to allocate deliveries on behalf of any Producers covered by this Balancing Agreement as though they were done or executed by the Producers.

- 5.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction. THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 5.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.
- 5.4 Billings and Payments - Transporter shall bill and Balancing Party shall pay for the resolution of Operational Imbalances in cash in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 23-019

**Substitute Original Sheet No. 600** Substitute Original Sheet No. 600 : Effective

BALANCING AGREEMENT (continued)

(For Use at Points of Receipt)

- 5.5 Incorporation of Tariff - Unless otherwise stated herein, the General Terms and Conditions specified in Transporter's FERC Gas Tariff are incorporated as part of this Agreement.
- 5.6 Notices - Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER:

NOTICES: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Volume Control

BILLINGS: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Accounting

BALANCING PARTY:

NOTICES:

BILLINGS:

(With regard to operational matters, Balancing Party shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.)

- 5.7 Receipt Points - Subject to the provisions of Transporter's FERC Gas Tariff and the other provisions of this Agreement, including without limitation, Sections 1.1, 1.4 and 4.1, Balancing Party may add or delete Receipt Points to Exhibit "A" at its sole option, subject to one day prior written notice to Transporter. However, if a Receipt Point is deleted pursuant to Section 1.1, it may not be added to Exhibit "A" without Transporter's written consent.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Third Revised Sheet No. 601** Third Revised Sheet No. 601 : Effective  
Superseding: Second Revised Sheet No. 601

BALANCING AGREEMENT (continued)

(For Use at Points of Receipt)

- 5.8 Conflicts - If there is any conflict or discrepancy between this Agreement and any gas purchase agreement between Transporter and Balancing Party with regard to allocations of deliveries at Receipt Points, the terms of this Agreement shall govern and control.
- 5.9 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Balancing Party has submitted a request for change through PASSKEY and Balancing Party has been notified through PASSKEY of Transporter's agreement to such change.

The Parties' signatures below will evidence their agreement to this Balancing Agreement.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

BALANCING PARTY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Third Revised Sheet No. 602** Third Revised Sheet No. 602 : Effective  
Superseding: Second Revised Sheet No. 602

BALANCING AGREEMENT

(For Use at Points of Receipt)

EXHIBIT A

LINE \_\_\_\_\_

Meter(s) Number                      Balancing Party's Balancing Role\*

Name, address, telephone, fax, and PASSKEY access number(s) of Balancing Party's designee (if any) for purposes of making and receiving notices from Tennessee:

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The listing of a designee above does not give such designee the right to make confirmations and nominations hereunder.

(Unless mutually agreed otherwise, separate operational balancing agreements will be required for receipts in each pooling area as defined in Article I of the General Terms and Conditions.)

\* Balancing Party must state the role that it will play at each Receipt Point as either Producer (Equity Production only), Operator (covering 100% of meter flow) or Aggregator.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 603 Original Sheet No. 603 : Effective

BALANCING AGREEMENT

(For Use by Aggregator at Points of Delivery)

This Agreement dated and effective \_\_\_\_\_, \_\_\_\_ by and between Tennessee Gas Pipeline Company a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_ a \_\_\_\_\_ Corporation, hereinafter referred to as "Balancing Party." Transporter and Balancing Party shall be referred to collectively herein as "Parties".

W I T N E S S E T H:

WHEREAS, Transporter transports natural gas at the delivery point(s) specified in Exhibit "A" attached hereto (Delivery Points);

WHEREAS, the gas actually received at the Delivery Point(s) is at times different than the quantities scheduled to be purchased and/or transported by Transporter to those points;

WHEREAS, Transporter and Balancing Party desire to aggregate all quantities delivered at all of the Delivery Points for balancing purposes and to allocate the transportation of natural gas from the Delivery Point(s) based upon scheduled quantities and to allocate any difference between such scheduled quantities and actual deliveries at the Delivery Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Transporter and Balancing Party desire to correct the Operational Imbalances in subsequent periods in cash, unless the Parties mutually agree otherwise; and

WHEREAS, Transporter and Balancing Party desire to implement operating rules designed to encourage conduct that maintains Transporter's system balances in a manner that facilitates the movement of gas for sales and transportation purposes.

WHEREAS, Balancing Party has all requisite legal authority to perform balancing and scheduling at the delivery points on Exhibit "A" attached.

NOW, THEREFORE, Transporter and Balancing Party covenant and agree as follows:

BALANCING AGREEMENT

(For Use by Aggregator at Points of Delivery)

ARTICLE I

NOMINATIONS AND CONFIRMATIONS

- 1.1 Confirmation of Nominations - Prior to the beginning of the month in which service is to commence, Transporter and Balancing Party shall confirm or cause to be confirmed the quantities nominated to be transported by Transporter to the Delivery Point(s) commencing on the first day of the month following the confirmation. The quantities confirmed through this process shall become the "Scheduled Quantities". Balancing Party shall re-confirm any modification to such confirmations or cause such modification to be re-confirmed prior to the commencement of the revised service. Transporter shall notify Balancing Party or Balancing Party's designee of any problem(s) regarding the scheduling of gas in accordance with confirmations made hereunder within one business day after such confirmation, unless mutually agreed to otherwise. Balancing Party shall notify Transporter or cause Transporter to be notified of any errors in the quantities scheduled pursuant to its confirmation within one business day of receipt of such information from Transporter. If Balancing Party fails to confirm the quantities to be transported to any Delivery Point(s) in accordance with the above, and such failure continues for two days or more (whether or not such days are consecutive) after 24-hour written notice to the Balancing Party by Transporter for each occurrence of Balancing Party's failure to respond, then the affected Delivery Points shall be deleted from Exhibit "A" upon written notice from Transporter at the end of that calendar month.
- 1.2 Allocations Based on Scheduled Quantities - The Parties intend that the Quantity actually delivered at the Delivery Point(s) will be equal to the Scheduled Quantities. Balancing Party shall use all reasonable efforts to ensure that the Quantities actually delivered at the Delivery Point(s) are equal to the Scheduled Quantities. Unless prohibited by applicable law or regulation, all transportation services and/or gas sales by Transporter shall be allocated each day based upon the Scheduled Quantities, or by such other methods as may be mutually agreed to by both Parties.
- 1.3 Allocation of Variances - The difference on any day between the Scheduled Quantities set forth in Section 1.1 above and the actual quantity delivered at the Delivery Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the Scheduled Quantities during a calendar month and the total actual quantity delivered at the Delivery Point(s) during the calendar month shall be the Monthly Operational Imbalance. Any monthly Operational Imbalances will be corrected in accordance with Article II.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**Fourth Revised Sheet No. 605** Fourth Revised Sheet No. 605 : Effective  
Superseding: Second Revised Sheet No. 605

#### BALANCING AGREEMENT

(For Use by Aggregator at Points of Delivery) (continued)

- 1.4 Daily Imbalances - Balancing Party will be subject to the Daily Imbalance provisions of Rate Schedule LMS-MA.
- 1.5 Reports on Actual Deliveries - Should Transporter not have the ability to monitor actual deliveries at the Delivery Point on a daily basis, Balancing Party shall provide to Transporter the best available information compiled on a daily basis on the actual deliveries at such Delivery Point(s) within two business days after the date of delivery. Nothing in this section will require Balancing Party or Operator to install metering devices where none currently exist.

#### ARTICLE II

##### CORRECTION OF OPERATIONAL IMBALANCES

- 2.1 Corrections in Flow Rates During a Day - Balancing Party or Operator will be able to request adjustments to actual deliveries at its Delivery Points or cause such requests to be made at any time during the production day by coordinating with Transporter's gas dispatchers. Balancing Party will notify Transporter or cause Transporter to be notified of any such adjustments. Transporter will use reasonable efforts to deliver those changed quantities when the operating conditions on Transporter's system permits, taking into consideration the nominations made by firm customers on Transporter's system.
- 2.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Transporter for purposes of adjustments under this Section on a daily basis during the production month to determine the estimated Operational Imbalance at all of the Delivery Point(s). Transporter shall make the estimated Daily Variance and Monthly Operational Imbalance at each Delivery Point available to Balancing Party on or before the first business day after each production day. Balancing Party may make or cause to be made adjustments in nominations and actual deliveries upon 24 hours notice to Transporter by making imbalance make up nominations pursuant to this Agreement and in accordance with the provisions of the Tariff to adequately control imbalance levels. Any such adjustments will offset pre-existing imbalances accrued during the production month.

Effective Date: 10/01/2003 Status: Effective  
FERC Docket: RP00-477-005

**First Revised Sheet No. 606** First Revised Sheet No. 606 : Effective  
Superseding: Substitute Original Sheet No. 606

#### BALANCING AGREEMENT

(For Use by Aggregator at Points of Delivery) (continued)

- 2.3 Corrections in Subsequent Periods - As soon as practicable following the close of each month, Transporter will send Balancing Party a statement setting forth the accrued Daily Imbalance Charges and the Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA, unless the Parties mutually agree otherwise.
- 2.4 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 2.5 Operational Integrity - Nothing in this Article II shall limit Transporter's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions that threaten the integrity of its system.

#### ARTICLE III

##### TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force from the date hereof for a primary term of one month and shall continue thereafter on a month-to-month basis unless cancelled by either Party upon thirty days' prior written notice with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice, with the termination to be effective at the end of a calendar month.
- 3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA of Transporter's FERC Gas Tariff, unless the Parties mutually agree otherwise; provided, however, that Transporter has notified Balancing Party of such imbalance no later than twelve months after the termination of this Agreement.
- 3.3 This Agreement will terminate automatically upon written notice from Transporter in the event that Balancing Party fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's Tariff.

Effective Date: 12/04/1997 Status: Effective  
FERC Docket: RP97-386-000

**First Revised Sheet No. 607** First Revised Sheet No. 607 : Effective  
Superseding: Substitute Original Sheet No. 607

BALANCING AGREEMENT  
(For Use by Aggregator at Points of Delivery)

ARTICLE IV

IMBALANCE CHARGES

- 4.1 CURRENT CHARGES - Commencing upon the date of execution, the rates, charges, and surcharges to be paid by Balancing Party to Transporter shall be in accordance with Transporter's Rate Schedule LMS-MA and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 4.2 INCIDENTAL CHARGES - Balancing Party agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Balancing Party, which Transporter incurs in rendering service hereunder.
- 4.3 CHANGES IN RATES AND CHARGES - Balancing Party agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule LMS-MA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE V

MISCELLANEOUS

- 5.1 Warranties - Balancing Party warrants (i) that as to any gas which it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement, and (iv) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas which Balancing Party delivers or causes to be delivered hereunder. Balancing Party represents that no delivery point covered by this Agreement will have daily delivery from the Transporter system exceeding 10,000 Dth.

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 23-019

**Substitute Original Sheet No. 608** Substitute Original Sheet No. 608 : Effective

BALANCING AGREEMENT  
(For Use by Aggregator at Points of Delivery)

- 5.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction over the transactions described herein. THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 5.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.
- 5.4 Billings and Payments - Transporter shall bill and Balancing Party shall pay for the correction of Operational Imbalances in cash in accordance with Articles V and VI, respectively, of the General Terms and Conditions specified in Transporter's FERC Gas Tariff; provided that Transporter shall have the right, but not the obligation, to delay invoicing for such matters until the 15th day of the month following the month of deliveries.
- 5.5 Incorporation of Tariff - This Agreement is subject to all terms, conditions, and charges under Rate Schedule LMS-MA as such schedule may be modified or superseded from time to time. Unless otherwise stated herein, the General Terms and Conditions specified in Transporter's FERC Gas Tariff are incorporated as part of this Agreement. Transporter shall have the unilateral right to file and make effective changes to its Tariff affecting this Agreement.
- 5.6 Notices - Except as otherwise expressly provided in this Agreement or the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER:

NOTICES: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Volume Control

BILLINGS: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Accounting

BALANCING PARTY:

NOTICES:

BILLINGS:

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Sub First Revised Sheet No. 609** Sub First Revised Sheet No. 609 : Effective  
Superseding: Original Sheet No. 609

BALANCING AGREEMENT

(For Use by Aggregator at Points of Delivery)

The Parties' signatures below will evidence their agreement to this Balancing Agreement.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

BALANCING PARTY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 610** Original Sheet No. 610 : Effective

BALANCING AGREEMENT

(For Use by Aggregator at Points of Delivery)

EXHIBIT A

Contract:

Amendment:

Delivery Meter

(Unless mutually agreed otherwise, separate Balancing Agreements will be required for deliveries in different sales zones.)

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 23-012

Original Sheet No. 611 Original Sheet No. 611 : Effective

PIPELINE BALANCING AGREEMENT

(For Use at Interconnections with Qualifying Pipelines)

This Agreement dated and effective \_\_\_\_\_, 1993 by and between Tennessee Gas Pipeline Company, a Delaware Corporation, hereinafter referred to as "Transporter," and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Pipeline." Transporter and Pipeline shall be referred to collectively herein as "Parties."

WITNESSETH:

WHEREAS, the facilities operated by Transporter and by Pipeline interconnect at the "Interconnection Point(s)" specified on Exhibit "A" attached hereto;

WHEREAS, Pipeline and Transporter have entered into one or more agreements ("Agreements") whereby both Pipeline and Transporter either receive gas which Pipeline and Transporter cause to be delivered at the Interconnection Point(s), or deliver gas which Pipeline and Transporter cause to be received at the Interconnection Point(s), and Pipeline and Transporter have entered into agreements with others (hereinafter "Shippers") whereby such Shippers cause gas to be delivered or received at the Interconnection Points.

WHEREAS, the Pipeline will provide 24 hour a day, 365 day a year dispatch and has the resources to alter the flow at the Receipt and/or Delivery Points; and

WHEREAS, the Receipt and/or Delivery Points are subject to flow control and the flow is measured and reported through equipment meeting Electronic Custody Transfer Standards.

NOW, THEREFORE, Pipeline and Transporter agree as follows:

ARTICLE I

NOMINATIONS AND CONFIRMATIONS

- 1.1 Confirmation of Nominations - Prior to the first day of each month, the Parties shall reconcile and confirm electronically or in writing the transportation nominations received by each from Shippers for whom the Parties would deliver or receive gas at the Interconnection Point(s). The quantities determined through this reconciliation and confirmation process shall be the "Scheduled Quantities". Any changes to such confirmed and scheduled transportation quantities shall be effective only if agreed to electronically or in writing by both Parties. Such communication regarding changes shall be substantially in the form mutually agreeable to the Parties.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 612 Original Sheet No. 612 : Effective

PIPELINE BALANCING AGREEMENT (continued)

(For Use at Interconnections with Qualifying Pipelines)

- 1.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered and received each day at the Interconnection Point(s) will equal the scheduled quantities. Each Party will allocate quantities which are to be delivered and received at the Interconnection Point(s) among this Agreement and/or the Party's respective Shippers commensurate with the scheduled quantities for each transaction. Any imbalance created when the actual physical flow is different than the scheduled quantities will be the "Operational Imbalance", which will be the responsibility of the Parties to eliminate pursuant to this Agreement.

ARTICLE II

CORRECTION OF OPERATIONAL IMBALANCES

- 2.1 Corrections in Flow Rates During A Day - The Parties will be able to request adjustments to actual deliveries or receipts at any time during the production day by coordination between the Parties' gas dispatchers. Each Party will use reasonable efforts to deliver or receive those changed quantities when the operating conditions on each Party's system permit, taking into consideration the nominations made by firm customers on each party's system. In the event that an Interconnection Points(s) is unable to achieve the scheduled flow rate, the Parties agree that swift corrective action will be taken.
- 2.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Transporter for purposes of adjustments under this Section on a daily basis during the production month to determine the estimated Operational Imbalance at each Interconnection Point(s). Physical flow adjustments will be made for daily imbalances within 72 hours of notice by Transporter unless mutually agreed to otherwise. The Party having physical control of the meter shall make the estimated Daily and Monthly Operational Imbalance at each delivery or receipt meter available to the other Party on or before

PIPELINE BALANCING AGREEMENT (continued)

(For Use at Interconnections with Qualifying Pipelines)

the first business day after each production day. In the event that a capacity constraint occurs on either Party's pipeline system which results in curtailment of quantities through an Interconnection Point(s), the Party on whose system the constraint has occurred shall determine the reallocation of quantities to the Shippers. Such change in allocation shall be confirmed electronically or in writing pursuant to the provisions of Article I (1.1) above. If the constraint occurs at an Interconnection Point, the Party which operates the meter at an Interconnection Point shall be deemed to have the constraint on its system. To the extent that a pipeline has a record of not meeting its balancing obligations (i.e., in-kind make-up within 72 hours), Transporter will have a right to terminate the agreement upon 30 days notice.

- 2.3 Corrections In Subsequent Periods - The physical flow at each Interconnection Point each month will be determined and communicated by the Party controlling the meter to the other Party electronically or in writing as soon as possible during the month following the month in question. The Parties agree to "In Kind" balancing between Pipeline and Transporter when the imbalance at the end of the month is within 1% of the total monthly scheduled quantities at the meter. Any "In Kind" imbalance carried over from the prior month will become part of the current Monthly Imbalance. Any imbalance existing at the time of the implementation of a new Pipeline Balancing Agreement will be held separately and settled independently. When the Monthly Imbalance is greater than 1% of the monthly scheduled quantities at the meter, the entire imbalance will be cashed out in accordance the applicable LMS Rate Schedule in Transporter's FERC Gas Tariff, unless the imbalance was caused by failure of Transporter to adjust flow control at the meter.
- 2.4 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 2.5 Operational Integrity - Nothing in this Article II shall limit a Party's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions which threaten the integrity of its system.

PIPELINE BALANCING AGREEMENT (continued)

(For Use at Interconnections with Qualifying Pipelines)

ARTICLE III

TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force and effect from the date hereof and shall remain in full force and effect on a month-to-month basis unless terminated by either Party giving thirty days' written notice, with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice with the termination to be effective at the end of a calendar month.
- 3.2 This Agreement will terminate automatically upon written notice from Transporter in the event that Pipeline fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's Tariff.

ARTICLE IV

MISCELLANEOUS

- 4.1 Warranties - Pipeline warrants that as to any gas which it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance (i) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (ii) that it has the right to allocate all deliveries from the Interconnection Points in accordance with this Agreement; and (iii) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, cost, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Pipeline represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas which Pipeline delivers or causes to be delivered hereunder.
- 4.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction over the transactions described herein. THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 615 Original Sheet No. 615 : Effective

PIPELINE BALANCING AGREEMENT (continued)

(For Use at Interconnections with Qualifying Pipelines)

- 4.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.
- 4.4 Billings and Payments - If required, the Parties shall invoice and pay for the correction of Operational Imbalances in cash in accordance with Articles V and VI, respectively, of the General Terms and Conditions specified in Transporter's FERC Gas Tariff.
- 4.5 Incorporation of Tariff - Unless otherwise stated herein, the General Terms and Conditions specified in Transporter's FERC Gas Tariff are incorporated as part of this Agreement.
- 4.6 Notices - Except as otherwise provided in this Agreement or the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER:

NOTICES: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Volume Control

BILLINGS: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Accounting

PIPELINE:

NOTICES:

BILLINGS:

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Sub First Revised Sheet No. 616** Sub First Revised Sheet No. 616 : Effective  
Superseding: Original Sheet No. 616

PIPELINE BALANCING AGREEMENT (continued)

(For Use at Interconnections with Qualifying Pipelines)

(With regard to operational matters, Pipeline shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.)

4.7 Conflicts - If there is any conflict or discrepancy between this Agreement and any other Agreement between Transporter and Pipeline with regard to allocations at Interconnect Points, the terms of this Agreement shall govern and control.

The Parties' signatures below will evidence their agreement to this Pipeline Balancing Agreement.

TRANSPORTER:

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

PIPELINE

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 617** Original Sheet No. 617 : Effective

PIPELINE BALANCING AGREEMENT

EXHIBIT A

To the Pipeline Balancing Agreement  
Between Tennessee Gas Pipeline Company  
and \_\_\_\_\_  
Dated \_\_\_\_\_, 19\_\_

Interconnection Point between Tennessee and \_\_\_\_\_ :

Contract:  
Amendment:

Meter Number(s)

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97- 60-002

**First Revised Sheet No. 617A** First Revised Sheet No. 617A : Effective  
Superseding: Original Sheet No. 617A

Supply Aggregation Service Agreement  
(For Use Under Rate Schedule SA)

THIS AGREEMENT is made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Aggregator." Transporter and Aggregator shall collectively be referred to herein as the "Parties."

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule SA, Transporter agrees to permit Aggregator to aggregate nominations for all receipt points within pooling area(s) for delivery to confirmed transportation or supply aggregation service(s).

ARTICLE II

CHARGES FOR SUPPLY AGGREGATION SERVICE

- 2.1 IMBALANCE CASH-OUTS - Commencing upon the date of execution hereof, any charges related to monthly imbalances to be paid by Aggregator to Transporter for the supply aggregation service provided herein shall be in accordance with Transporter's Rate Schedules SA, LMS-PA for Supply Area Pooling Areas and LMS-MA for Market Area Pooling Areas as well as the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 2.2 CHANGES IN CHARGES - Aggregator agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the charges applicable to service pursuant to Transporter's Rate Schedule SA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules or this Agreement. Transporter agrees that Aggregator may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE III

BILLINGS AND PAYMENTS

Transporter shall bill and Aggregator shall pay all charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's Gas Tariff.

Supply Aggregation Service Agreement (continued)  
(For Use Under Rate Schedule SA)

ARTICLE IV

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule SA and the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE V

REGULATION

This Agreement shall be subject to all applicable lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

ARTICLE VI

TERM

- 6.1 This contract shall be effective as of \_\_\_\_\_ and shall remain in force and effect on a month to month basis thereafter unless this contract is terminated as hereinafter provided. This contract may be terminated by either Transporter or Aggregator upon 30 days prior written notice to the other.
- 6.2 Any portion of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Tennessee's Gas Tariff shall survive the other parts of the Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Aggregator of such imbalance no later than twelve months after the termination of this Agreement.
- 6.3 This Agreement will terminate automatically in the event aggregator fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

Effective Date: 11/13/1995 Status: Effective  
FERC Docket: RP95-206-002

**Original Sheet No. 617C** Original Sheet No. 617C : Effective

Supply Aggregation Service Agreement (continued)

(For Use Under Rate Schedule SA)

6.4 Transporter may, in its sole discretion, suspend or terminate this Agreement in the event Aggregator fails to comply with any of the provisions of this Agreement or with any of the terms and conditions of Transporter's FERC Tariff. Transporter shall give Aggregator 30 days prior notice of Aggregator's failure to so comply.

ARTICLE VII

NOTICE

Except as provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TENNESSEE: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Transportation Control

Aggregator:

Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VIII

ASSIGNMENTS

8.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 617D** Second Revised Sheet No. 617D : Effective  
Superseding: First Revised Sheet No. 617D

Supply Aggregation Service Agreement (continued)

(For Use Under Rate Schedule SA)

- 8.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE IX

MISCELLANEOUS

- 9.1 The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Texas, without regard to the doctrines governing choice of law.
- 9.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 9.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification or supplement to the terms and provisions stated in this Agreement shall be or become effective until Aggregator has submitted a request for change through PASSKEY and Aggregator has been notified through PASSKEY of Transporter's agreement to such change. Such modifications or supplements shall be set forth on Exhibit A attached to this Agreement.

Effective Date: 11/13/1995 Status: Effective

FERC Docket: RP95-206-002

**Original Sheet No. 617E** Original Sheet No. 617E : Effective

Supply Aggregation Service Agreement (continued)

(For Use Under Rate Schedule SA)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Aggregator

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 11/13/1995 Status: Effective

FERC Docket: RP95-206-002

**Original Sheet No. 617F** Original Sheet No. 617F : Effective

SUPPLY AGGREGATION SERVICE AGREEMENT

EXHIBIT "A"

SUPPLY AGGREGATION SERVICE AGREEMENT

DATED \_\_\_\_\_, \_\_\_\_\_

BETWEEN

TENNESSEE GAS PIPELINE COMPANY

AND

---

Special Terms:

*Effective Date: 05/01/1996 Status: Effective*  
*FERC Docket: RP95-206-004*

**First Revised Sheet No. 618** First Revised Sheet No. 618 : Effective  
Superseding: Original Sheet No. 618

Sheet No. 618 is reserved for future use.

*Effective Date: 05/01/1996 Status: Effective*

*FERC Docket: RP95-206-004*

**First Revised Sheet No. 619** First Revised Sheet No. 619 : Effective  
Superseding: Original Sheet No. 619

Sheet No. 619 is reserved for future use.

*Effective Date: 05/01/1996 Status: Effective*  
*FERC Docket: RP95-206-004*

**First Revised Sheet No. 620** First Revised Sheet No. 620 : Effective  
Superseding: Original Sheet No. 620

Sheet No. 620 is reserved for future use.

*Effective Date: 05/01/1996 Status: Effective*

*FERC Docket: RP95-206-004*

**Second Revised Sheet No. 621** Second Revised Sheet No. 621 : Effective  
Superseding: Second Sub First Revised Sheet No. 621

Sheet No. 621 is reserved for future use.

*Effective Date: 05/01/1996 Status: Effective*

*FERC Docket: RP95-206-004*

**First Revised Sheet No. 621A** First Revised Sheet No. 621A : Effective  
Superseding: Sub Original Sheet No. 621A

Sheet No. 621A is reserved for future use.

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 23-012

Original Sheet No. 622 Original Sheet No. 622 : Effective

\_\_\_\_\_  
PLANT  
PTR TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as "Shipper".

ARTICLE I

DEFINITIONS

- 1.1 PTR TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be only that quantity of gas stated in dekatherms which the plant owner has allocated to Shipper as PTR applicable to each Point of Receipt on Exhibit "A" hereto as that allocation changes from time to time.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 LIQUEFIABLE HYDROCARBONS OR PTR - shall mean any constituents of the gas stream, other than crude oil, condensate, and/or methane, that are produced from the wells or exist in the reservoir in a gaseous phase and are removed at a gas processing plant(s) (hereinafter referred to as a "Gas Plant") following delivery hereunder, together with such methane as is used or consumed in the operation of the Gas Plant(s). It is understood that such hydrocarbons and other constituents will be received in a common stream with gas produced from the same sources and transported under separate transportation agreements for delivery to points located at or downstream of the Gas Plant(s). The terms Liquefiable Hydrocarbons and PTR as used herein are interchangeable. The gas produced in association with Liquefiable Hydrocarbons and transported under separate transportation agreements shall be referred to as "the related gas stream."
- 1.4 BASIC SEDIMENT AND WATER (S&W) - S&W shall mean Sediment and Water determined in accordance with API Manual of Petroleum Measurement Standards Chapter 10 and ASTM Designation D96-98.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-019

Original Sheet No. 622A Original Sheet No. 622A : Effective

\_\_\_\_\_  
PLANT  
PTR TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as "Shipper".

ARTICLE I

DEFINITIONS

- 1.1 PTR TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be only that quantity of gas stated in dekatherms which the plant owner has allocated to Shipper as PTR applicable to each Point(s) of Receipt and as that allocation changes from time to time.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 LIQUEFIABLE HYDROCARBONS OR PTR - shall mean any constituents of the gas stream, other than crude oil, condensate, and/or methane, that are produced from the wells or exist in the reservoir in a gaseous phase and are removed at a gas processing plant(s) (hereinafter referred to as a Gas Plant(s) following delivery hereunder, together with such methane as is used or consumed in the operation of the Gas Plant(s). It is understood that such hydrocarbons and other constituents will be received in a common stream with gas produced from the same sources and transported under separate transportation agreements for delivery to points located at or downstream of the Gas Plant(s). The terms Liquefiable Hydrocarbons and PTR as used herein are interchangeable. The gas produced in association with Liquefiable Hydrocarbons and transported under separate transportation agreements shall be referred to as "the related gas stream."
- 1.4 BASIC SEDIMENT AND WATER (S&W) - S&W shall mean Sediment and Water determined in accordance with API Manual of Petroleum Measurement Standards Chapter 10 and ASTM Designation D96-98.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Substitute First Revised Sheet No. 623** Substitute First Revised Sheet No. 623 : Effective  
Superseding: Sub Orig Sheet No. 623

PLANT(S)  
PTR TRANSPORTATION AGREEMENT (continued)

- 1.5 GAS - All hydrocarbons and other constituents in the gaseous state at the surface.

ARTICLE II

PTR TRANSPORTATION

- 2.1 TRANSPORTATION OF PTR - Shipper has reserved the right for itself to extract or cause to be extracted Liquefiable Hydrocarbons and helium gas from the gas delivered by Shipper to Transporter at the Point(s) of Receipt by means of processing such gas at the Processing Plant as specified on Exhibit "A" (PTR Point(s) of Delivery), and Transporter agrees to perform PTR transportation; provided that Shipper or Shipper's agent shall have consummated the necessary agreement with the plant owners for the gas to be processed prior to the commencement of service hereunder. This right to process is subordinate to the right of Transporter to operate its pipeline system in a manner which in Transporter's sole judgment constitutes prudent and efficient pipeline operation. Nothing in this Agreement shall constitute a guarantee or undertaking that any gas will reach any particular Gas Plant; provided that this provision does not supersede or limit any obligations Transporter may have to deliver gas at a particular Gas Plant(s) in accordance with any agreements between Transporter and the owners of such Gas Plant(s). In the event a commingled stream containing all or a portion of the gas physically delivered to Transporter by Shipper is delivered out of Transporter's system before such gas reaches a Gas Plant, the right of Shipper or Shipper's agent to process gas shall apply only to an amount of gas calculated by subtracting from the amount delivered to Transporter by Shipper (1) Shipper's proportionate share of gas used as fuel by Transporter in transporting the stream to the plant and (2) an amount calculated by multiplying the amount delivered by Shipper by a fraction the numerator of which is the amount (as measured each month) Transporter delivers out of its system at each point upstream of the Gas Plant(s) and the denominator of which is the total amount (as measured each month and reported on the plant statement of the Gas Plant which Shipper shall furnish to in a timely manner) delivered into Transporter's system upstream of each such Gas Plant.
- 2.2 If Shipper can prove, to Transporter's satisfaction, that the actual quantity of Liquefiable Hydrocarbons and helium gas attributable to Shipper is greater than the quantity calculated using the above formula, then the proven quantity shall be used for purposes of this Agreement.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 624 Original Sheet No. 624 : Effective

\_\_\_\_\_  
PLANT  
PTR TRANSPORTATION AGREEMENT (continued)

- 2.3 The nomination procedure and scheduling priority for the gas transported under the Agreement shall be determined pursuant to Article III of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

- 3.1 The Point(s) of Delivery shall be the Plant Point(s) of Delivery specified on Exhibit "A."
- 3.2 This Agreement shall include all receipt points upstream of the Plant(s) Point of Delivery specified on Exhibit "A."

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V

RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver or cause to be delivered to Transporter the Liquefiable Hydrocarbons to be transported hereunder at pressures sufficient to deliver such gas into Transporter's system at the Point(s) of Receipt which shall not be in excess of the pressures necessary to deliver the related gas stream. Transporter shall deliver the Liquefiable Hydrocarbons to be transported hereunder to or for the account of Shipper at the pressures existing in Transporter's system at the Point(s) of Delivery.

Effective Date: 10/01/1998 Status: Effective  
FERC Docket: RP98-378-001

**Sub First Revised Sheet No. 625** Sub First Revised Sheet No. 625 : Effective  
Superseding: Original Sheet No. 625

\_\_\_\_\_ PLANT

PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE VI

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all Liquefiable Hydrocarbons received, transported and delivered hereunder the parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's Federal Energy Regulatory Commission (FERC) Gas Tariff Vol. No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VII

RATES AND CHARGES FOR PTR TRANSPORTATION

- 7.1 PTR TRANSPORTATION RATES - Commencing with the date of initial receipt of gas by Transporter from Shipper, the compensation to be paid by Shipper to Transporter for transportation of the PTR Transportation Quantity provided herein shall be in accordance with Transporter's Rate Schedule PTR. Where applicable, the Shipper shall also pay any applicable surcharges as provided in Transporter's Rate Schedule PTR. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 7.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.
- 7.2 SYSTEM FUEL AND LOSSES - Shipper agrees to compensate Transporter for fuel and losses associated with the transportation service provided herein in accordance with Transporter's Rate Schedule PTR.
- 7.3 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering transportation service hereunder.

**Substitute Original Sheet No. 626** Substitute Original Sheet No. 626 : Effective

PLANT(S)  
PTR TRANSPORTATION AGREEMENT (continued)

- 7.4 CHANGES IN RATES AND CHARGES - Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule IT or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered and/or any provisions of the General Terms and Conditions in Transporter's FERC Gas Tariff Volume No. 1 that are incorporated by reference herein and are applicable to this service. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter's just and reasonable rates.
- 7.5 INDEMNIFICATION - Shipper agrees to indemnify and save Transporter harmless from all losses, damages and expenses which occur or result from Shipper or Shipper's Agent's operations in facilities utilized for the processing of such Liquefiable Hydrocarbons and helium gas, except to the extent that such losses, damages and expenses are the result of Transporter's own operations, negligence or fault.
- 7.6 PTR TRANSPORTATION IMBALANCE - PTR will be nominated, confirmed and scheduled pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. Scheduled PTR quantities will be adjusted to actual as soon as available. The difference between scheduled and actual PTR quantities will be cashed out as follows:
- (a) If the imbalance is the result of a differential between the amount of PTR which Shipper schedules for receipt at the Receipt Points and the actual amount of PTR received, then the imbalance will be cashed out at the 0-5% tolerance level contained in the cash out mechanism in Transporter Tariff.
  - (b) If the imbalance results from Shipper having PTR extracted for its account without nominating PTR transportation, then all unnominated PTR quantities shall be cashed out at the 10-15% tolerance level under the cash out mechanism in Transporter's Tariff.

ARTICLE VIII

RIGHTS AND DUTIES OF TENNESSEE

- 8.1 Exclusive Right to Conduct Operations - Transporter, or its Designee, shall have the exclusive right and obligation to conduct operations involving Transporter's System and the handling of the PTR Transportation Quantity committed thereto; provided that this provision does not supersede or limit any obligations Transporter may have to deliver such Liquefiable Hydrocarbons in accordance with any agreements between Transporter and the owner of any processing facilities. Subject to the above, Shipper expressly specifies that Transporter, or its Designee, shall have, and it hereby does confer thereupon:

\_\_\_\_\_  
PLANT(S)  
PTR TRANSPORTATION AGREEMENT (continued)

- (a) The right to determine the optimum operating conditions for Transporter's System; and
- (b) The right to be furnished, promptly by Shipper upon request of Transporter, without cost to Transporter, or its Designee, records of all tests and all records that are available to the Shipper relating to the production from all wells connected to Transporter's System insofar as such records are reasonably required for the purposes of this Agreement. Shipper shall be under no obligation to retain said records of tests and production records for a period longer than three (3) years.

8.2 Access to Producing Facilities - Transporter, or its Designee, shall have access to all producing facilities, platforms, and wells served by Transporter's system at all reasonable times to examine the separation and metering equipment and all other installations and equipment thereon utilized in connection with the delivery of PTR volumes to Transporter's system; provided, however, that Transporter shall indemnify, defend and hold Shipper harmless from any damages, claims, or causes of action arising out of the negligence of Transporter, its employees, representatives, agents, or Designee.

Transporter, or its Designee, shall notify Shipper of the name(s) of its employee(s) designated to go to the production site and installations of Shipper for the purposes set out herein. No other person shall be authorized to accompany such designated representatives at the production site of Shipper without the prior approval of Shipper's representative in charge of the production site or installations. All such designated representatives shall be instructed to give the person in charge of each production site or installation advance notice of their arrival and shall be required to check in with the person in charge upon arrival and comply with all safety rules and regulations in effect for said production site or installation.

8.3 Workmanlike Conduct - Insofar as it has the right and responsibility to do so, Transporter shall conduct system operations in a good and workmanlike manner as would a prudent operator under the same or similar circumstances. Transporter shall freely consult with Shipper and keep it informed of all matters which Transporter, in the exercise of its best judgment, considers important for system operations.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 628 Original Sheet No. 628 : Effective

PLANT  
PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE IX

PTR TRANSPORTATION GENERAL TERMS AND CONDITIONS

The PTR transportation provisions of this Agreement shall be subject to the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

10.1 Transporter shall be deemed to be in control and possession of the Liquefiable Hydrocarbons transported hereunder only when and to the extent that such Liquefiable Hydrocarbons are in and are being handled by the facilities owned and/or operated by Transporter. Shipper will be responsible for and shall indemnify Transporter with respect to any losses, injuries, claims, liabilities or damages caused by Shipper's liquefiable hydrocarbons and occurring while such Liquefiable Hydrocarbons are in Transporter's possession, but only if and to the extent that such losses, injuries, claims, liabilities or damages are caused by actions or omissions of Shipper or Shipper's employees' agents or representatives.

10.2 Shipper shall be deemed to be in control and possession of the Liquefiable Hydrocarbons transported hereunder prior to delivery to Transporter of such liquefiable hydrocarbons and after redelivery of such liquefiable hydrocarbons to Shipper or for Shipper's account. Shipper agrees to indemnify and hold Transporter harmless from all losses, damages and expenses which may occur or be asserted by reason of accident or occurrences caused by Transporter, Shipper or any other party's actions or omissions, prior to such delivery and after such redelivery, except to the extent that such losses, damages and expenses are the result of Transporter's own operations, negligence or fault.

Further, in the absence of negligence or willful misconduct on the part of Transporter or other parties acting on Transporter's behalf, Shipper waives any and all claims and demands against Tennessee arising out of or in any way connected with any losses or shrinkage of Shipper's liquefiable hydrocarbons while they are deemed to be in Transporter's control and possession.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 629 Original Sheet No. 629 : Effective

PLANT  
PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE XI

WARRANTIES

In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants that it has title and processing rights to the PTR transported under this Agreement and that it has the right to contract with Transporter for the PTR Transportation relating to the properties as set forth on Exhibit "A" of this Agreement.

ARTICLE XII

TERM

- 12.1 This Agreement shall become effective upon the effective date of Transporter's revised tariff provisions in Docket No. RS92-23 provided that it has been fully executed and shall remain in full force and effect on a month-to-month basis; provided, however, that either Party may terminate this Agreement at any time upon at least thirty (30) days prior written notice to the other Party.
- 12.2 Portions of this Agreement necessary to resolve PTR imbalances under this Agreement shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 12.3 At the option of Transporter this Agreement may be terminated automatically in the event Shipper fails to pay all of the amount of any bill for service not in dispute rendered by Transporter hereunder when that amount is due, provided Transporter shall give Shipper thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC tariff.
- 12.4 The indemnification provisions and payment obligations hereof shall survive such termination relative to all losses, deaths, injuries, claims, billings, liens, demands and causes of action of every kind and character, discovered or undiscovered, arising out of, in or connection with, or as an incident to this Agreement.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Substitute First Revised Sheet No. 630** Substitute First Revised Sheet No. 630 : Effective  
Superseding: Original Sheet No. 630

PTR PLANT  
TRANSPORTATION AGREEMENT (continued)

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: TENNESSEE GAS PIPELINE COMPANY  
P. O. Box 2511  
Houston, Texas 77252  
  
Attention: Director, Transportation Control

SHIPPER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder.

PLANT(S)  
PTR TRANSPORTATION AGREEMENT (continued)

- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE OR REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW. All operations hereunder shall be subject to all valid and applicable laws, orders, ordinances, directives, rules and regulations of any duly constituted governmental body or official having jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such order, law, ordinance, rule, or regulation in any forum having jurisdiction in the premises.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 (a) If there is any conflict or discrepancy between this Agreement and any other existing agreement between the Parties that governs the transportation of Liquefiable Hydrocarbons, such existing agreements will control, unless and until amended by the Parties, and are not superseded by this Agreement.
- (b) If Shipper has the right to transport PTR under an existing Agreement, then such PTR shall be deemed transported under the terms of the existing agreement, unless nominated for transportation under this Agreement.
- 15.4 Exhibit "A" attached hereto, when applicable, is incorporated herein by reference and made a part hereof for all purposes.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 632 Original Sheet No. 632 : Effective

PLANT  
PTR TRANSPORTATION AGREEMENT (continued)

- 15.5 No waiver by either Party of any default by the other Party in the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release such other Party from performance of any other provision, condition or requirement herein, nor deemed to be a waiver of, or in any manner release the defaulting Party from, future performance of the same provision, condition or requirement; nor shall any delay or omission of either Party to exercise any right hereunder in any manner impair the exercise of such right or of any other right to which it is entitled.
- 15.6 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, this Agreement may not be modified, varied or amended except by an instrument in writing signed by the Parties.

ARTICLE XVI

BILLINGS AND PAYMENTS

- 16.1 Transporter shall bill and Shipper shall pay all rates and charges in accordance with the Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 16.2 Shipper shall furnish or cause to be furnished, without cost to Transporter, a PTR allocation statement on or before the 15th day of the second month following the month of production, unless the parties mutually agree otherwise for the PTR delivered to the respective Point(s) of Delivery hereunder during the preceding month.

ARTICLE XVII

GOVERNMENTAL REPORTS AND PAYMENT OF ROYALTIES

Shipper shall be and remain solely responsible for all reports and accounts required by federal, state, and other governmental authorities and the payment of all royalties or payments from production with respect to all liquid hydrocarbons production owned by it and handled by the Transporter's system.

ARTICLE XVIII

FORCE MAJEURE

The Parties agree that the Force Majeure provisions set forth in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1 are incorporated herein by reference.

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 23-012

**Original Sheet No. 633** Original Sheet No. 633 : Effective

\_\_\_\_\_ PLANT  
PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE XIX

CANCELLATION OF PRIOR AGREEMENTS

This Agreement shall supersede and cancel the \_\_\_\_\_ Agreement (T- \_\_\_\_\_)  
date \_\_\_\_\_, between Shipper and Transporter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed  
as of the date first hereinabove written.

TRANSPORTER:

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

SHIPPER:

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 634** Original Sheet No. 634 : Effective

PTR TRANSPORTATION AGREEMENT PLANT  
(continued)

EXHIBIT A

RATES AND SERVICES PROVIDED

Point(s) of Delivery

METER

LOCATION

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 635 Original Sheet No. 635 : Effective

FIRM NATURAL GAS TRANSPORTATION AGREEMENT

(For Use Under "NET-Niagara", "NET-Northeast" and "NET-Elgen" Rate Schedules)

THIS FIRM NATURAL GAS TRANSPORTATION AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 199\_\_ between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, herein called "Transporter", and \_\_\_\_\_, a \_\_\_\_\_ corporation, herein called "Shipper", pursuant to the following general terms and representations.

W I T N E S S E T H:

WHEREAS, Transporter owns and operates a natural gas transmission pipeline system which extends in a northeasterly direction from its principal sources of supply in Texas and Louisiana through the States of Texas, Louisiana, Arkansas, Mississippi, Alabama, Tennessee, Kentucky, West Virginia, Ohio, Pennsylvania, New York, New Jersey, Massachusetts, New Hampshire, Rhode Island and Connecticut; and

WHEREAS, Shipper has entered into certain gas purchase contracts with various producers providing for the sale by such producers to Shipper of a maximum quantity of \_\_\_\_\_ dekatherms ("Dth") of natural gas per day and has made arrangements for the delivery of such natural gas for the account of Shipper to the points listed in Exhibit A hereto; and

WHEREAS, Shipper and Transporter have entered into a Precedent Agreement dated \_\_\_\_\_, 199\_\_ (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations to (i) provide firm natural gas transportation service of a daily quantity not to exceed \_\_\_\_\_ Dth of natural gas, and (ii) construct and operate the facilities necessary to provide such firm transportation service;

WHEREAS, Transporter has now been authorized by the FERC order issued on \_\_\_\_\_, 199\_\_ in Docket No. \_\_\_\_\_, to render the firm transportation service described herein and to construct and operate the necessary facilities therefore; and

WHEREAS, Transporter and Shipper wish to set forth herein the specific terms and conditions under which Transporter will provide such transportation service to Shipper;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, Transporter and Shipper agree as follows:

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 636 Original Sheet No. 636 : Effective

FIRM NATURAL GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under "NET-Niagara", and "NET-Northeast" and "NET-Elgen" Rate Schedules)

ARTICLE I  
DEFINITIONS

- 1.1 Equivalent Quantity - shall mean, during any given period of time, a quantity of gas equal to the quantity of gas received by Transporter for the account of Shipper for transportation hereunder at the Point(s) of Receipt, less quantities for Transporter's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service, which may be provided by Transporter or Shipper as specified in Article VIII, Section 4. For purposes of determining an Equivalent Quantity, quantities of gas shall be stated in dekatherms and measured on a dry basis.
- 1.2 Point(s) of Receipt - shall mean those points as specified in Exhibit A attached hereto at which Transporter shall receive gas for transportation hereunder, and such other points as may be agreed to from time to time by both parties.
- 1.3 Point(s) of Delivery - shall mean those points as specified on Exhibit A attached hereto at which Transporter shall deliver gas to Shipper, and such other points as may be agreed to from time to time by both parties.
- 1.4 Transportation Quantity - shall mean the maximum daily quantity of natural gas that Transporter hereby agrees to receive, subject to Article II herein, for the account of Shipper at the Point of Receipt during the term hereof, which shall be \_\_\_\_\_ Dth, provided that Transporter is under no obligation to receive a volume in excess of \_\_\_\_\_ Mcf.

ARTICLE II

TRANSPORTATION

- 2.1 Transportation Service - After receipt and acceptance by Transporter of all FERC and other authorizations necessary to provide service hereunder and completion of the facilities required to provide such service, beginning on the Commencement Date (as defined in Article VIII, Section 8.1 hereof), Transporter agrees to accept and receive daily, on a firm basis, at the Point of Receipt, from Shipper such quantity of gas as Shipper makes available up to the Transportation Quantity and to transport and deliver for Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 637 Original Sheet No. 637 : Effective

FIRM NATURAL GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under "NET-Niagara", "NET-Northeast" "and NET-Elgen" Rate Schedules)

ARTICLE III

RECEIPT AND DELIVERY PRESSURES

- 3.1 Shipper shall cause the delivery of natural gas to Transporter at the Point(s) of Receipt to be at pressures sufficient to enter Transporter's pipeline system.
- 3.2 Transporter shall cause the delivery of natural gas to Shipper at the Point(s) of Delivery as nearly as practicable at Transporter's line pressure, provided that pressure shall not be less than 100 pounds per square inch gauge.

ARTICLE IV

CONTROL AND BALANCING OF DELIVERIES

The control and balancing of deliveries shall be as provided in Article III, of the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the parties agree to the quality specifications and standards for measurement provided for in Articles II and III of the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI

FACILITIES

Transporter shall construct, install, own and operate the facilities, including but not limited to measurement facilities and hot tap, necessary for Transporter to receive and deliver the gas as contemplated herein for Shipper's account at the Point(s) of Receipt and the Point(s) of Delivery.

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 23-012

**Original Sheet No. 638** Original Sheet No. 638 : Effective

FIRM NATURAL GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under "NET-Niagara" "NET-Northeast" and "NET-Elgen" Rate Schedules)

ARTICLE VII

DISPATCHER'S NOTIFICATION

Shipper's dispatcher shall notify Transporter's dispatcher of the daily volume which Shipper desires Transporter to transport on any day in the manner set forth in Article III, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VIII

RATES FOR SERVICE

- 8.1 Commencement of Service. Upon completion of construction of the pipeline facilities required to enable Transporter to render the transportation service described herein, Transporter will notify Shipper in writing of the date on which Transporter will be ready to commence transportation service under this Contract. The "Commencement Date" shall be 30 days after the date of Transporter's notice.
- 8.2 Transportation Rates - Beginning on the Commencement Date, the compensation to be paid by Shipper to Transporter for the transportation service provided for herein shall be payable monthly in accordance with Article X hereof and shall be equal to the sum of the following: (a) the product of (1) the sum of the Monthly Demand Rates for Segments \_\_\_ and \_\_\_ under Transporter's NET-\_\_\_ Rate Schedule and (2) the Transportation Quantity, (b) the product of (1) the sum of the Commodity Rates for Segments \_\_\_ and \_\_\_ under Transporter's NET-\_\_\_ Rate Schedule and (2) the quantity of gas delivered by Transporter to Shipper during the applicable billing period,) and (c) the product of (1) any applicable surcharges as included in Transporter's effective FERC Gas Tariff and (2) the quantity of gas delivered by Transporter to Shipper during the applicable billing period.

References herein to Transporter's NET- \_\_\_ Rate Schedule shall include any successor or substitute rate schedules.

Effective Date: 11/06/1994 Status: Effective  
FERC Docket: RP95- 4-000

**First Revised Sheet No. 639** First Revised Sheet No. 639 : Effective  
Superseding: Original Sheet No. 639

FIRM NATURAL GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under "NET-Niagara", "NET-Northeast" and "NET-Elgen" Rate Schedules)

- 8.3 Fuel and Use Quantity - Prior to the commencement Date (as defined in Section 8.1 hereof) and from to time thereafter Transporter and Shipper shall mutually agree whether Transporter or Shipper shall supply the fuel required for transportation hereunder. In the event Transporter and Shipper agree that Transporter shall supply the fuel required for fuel and losses ("Fuel and Use Quantity"), Transporter shall charge Shipper an amount equal to the product of (a) the amount specified for the cash out of delivery point imbalances in the 0-5% range under Rate Schedule LMS-MA of Transporter's FERC Gas Tariff, Volume No. I, and (b) the Fuel and Use Quantity. Transporter's provision of the fuel required for transportation hereunder is subject to termination on 30 days' written notice, at the option of either Transporter in its sole discretion or Shipper in its sole discretion. In the event that Transporter does not provide the Fuel and Use Quantity as stated above, then Shipper shall furnish the quantity of gas required for fuel and losses. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable percentage shown for Shipper's service in Article 7 of Transporter's NET Rate Schedule.
- 8.4 Rate Changes - Shipper agrees that Transporter shall have the unilateral right pursuant to this Article VIII to file and make effective changes in (a) the rates, charges, and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1 as such Tariff may be revised or replaced from time to time. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter's just and reasonable rates.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 640 Original Sheet No. 640 : Effective

FIRM NATURAL GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under "NET-Niagara", "NET-Northeast" and "NET-Elgen" Rate Schedules)

NET-EU RATE SCHEDULE

ARTICLE IX

RESPONSIBILITY DURING TRANSPORTATION

As between the parties hereto, it is agreed that from the time gas is delivered by Shipper to Transporter at the Point of Receipt and prior to delivery of such gas to or for the account Shipper at the Point (s) of Delivery, Transporter shall have the unqualified right to commingle such gas with other gas in its pipeline system and shall have the unqualified right to handle such gas as its own.

ARTICLE X

BILLINGS AND PAYMENTS

Transporter and Shipper agree that the obligations of Transporter and Shipper for billing and payment for the services provided hereunder shall be in accordance with Articles V and VI of the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules and of Transporter's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 641 Original Sheet No. 641 : Effective

FIRM NATURAL GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under "NET-Niagara", "NET-Northeast" and "NET-Elgen" Rate Schedules)

ARTICLE XII

TERM OF AGREEMENT

This Agreement shall become effective on the date hereof; provided, however, that Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the Commencement Date as defined in Article VIII, Section 8.1 hereof. This Agreement shall continue in force and effect until the expiration of 20 years following the Commencement Date hereunder and from year to year thereafter; provided, however, that either party may elect to terminate this Agreement as of the end of such 20 year period or as of the end of any extended annual period by giving 12 months prior written notice of such termination to be effective on the expiration of such 20 year period or the applicable anniversary of such period.

ARTICLE XIII

REGULATION

This Agreement shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

ARTICLE XIV

WARRANTY

Shipper warrants that it will at the time of delivery of gas to Transporter hereunder have good title to and the good right to deliver all gas so made available. Transporter warrants that it will, at the time of delivery of gas for the account of Shipper hereunder, have the right to deliver all such gas. Each party warrants to the other and such other party's successors and assigns that the gas covered by its warranty hereunder shall be free and clear of all liens, encumbrances, or claims against the warranting party or its affiliates for use of property of such party or its affiliates. Each party will indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims regarding title and/or right to delivery of any or all persons against the indemnifying party and/or to royalties, taxes, license fees, or charges assessed against such party. Title to the gas received, transported, and delivered

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

Original Sheet No. 642 Original Sheet No. 642 : Effective

FIRM NATURAL GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under "NET-Niagara" "NET-Northeast" and NET-Elgen Rate Schedules)

hereunder shall at all times remain with Shipper and shall not pass to Transporter; provided that title to the gas delivered by Shipper hereunder for fuel and use requirements of Transporter as set forth in Article VIII herein, shall pass to Transporter upon delivery of said gas to Transporter at the Point(s) of Receipt.

ARTICLE XV

ASSIGNMENTS

- 15.1 Either party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either party may without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a wholly owned affiliate, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of the other party, which consent shall not be unreasonably withheld.
- 15.2 Any entity which shall succeed by purchase, merger, or consolidation to the properties, substantially or as an entirety, of either party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XVI

MISCELLANEOUS

- 16.1 Unless otherwise expressly provided for in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent by both parties.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Substitute First Revised Sheet No. 643** Substitute First Revised Sheet No. 643 : Effective  
Superseding: Original Sheet No. 643

FIRM NATURAL GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under Rate Schedule NET)

16.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

16.3 Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either party may desire to give to the other shall be in writing and mailed by registered or certified mail to the post office address of the party intended to receive the same, as the case may be, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252  
Attention: Director, Transportation Control

Invoices: Attention: Gas Accounting

Payments: Attention: Treasury Department

Gas Analysis and  
Volume Statements: Attention: Measurement Department

SHIPPER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as either party shall designate by formal written notice to the other. Routine communications, including monthly statements and payments, may be mailed by registered, certified or ordinary mail.

16.4 This Agreement shall be interpreted under the laws of the State of Texas, without regard to the principles governing choice of laws

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Substitute First Revised Sheet No. 644** Substitute First Revised Sheet No. 644 : Effective  
Superseding: Original Sheet No. 644

FIRM NATURAL GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under Rate Schedule NET)

16.5 Exhibit A attached hereto is incorporated herein by reference and made a part of this Agreement for all purposes.

16.6 This Agreement, as of the date hereof, shall supersede and cancel the Precedent Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in multiple counterparts as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

SHIPPER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 23-012

**Original Sheet No. 645** Original Sheet No. 645 : Effective

FIRM NATURAL GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under "NET-Niagara" "NET-Northeast" and "NET-Elgen" Rate Schedules)

EXHIBIT A

TO FIRM TRANSPORTATION AGREEMENT DATED \_\_\_\_\_, 199\_\_\_ BETWEEN TENNESSEE GAS  
PIPELINE COMPANY ("TENNESSEE") AND \_\_\_\_\_

RECEIPT POINTS(S) :

DELIVERY POINTS(S) :

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 646** Second Revised Sheet No. 646 : Effective  
Superseding: First Revised Sheet No. 646

SYSTEM LICENSE AGREEMENT

This System License Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Tennessee Gas Pipeline Company, Midwestern Gas Transmission Company ("Pipeline") and \_\_\_\_\_ ("Subscriber"). Pipeline and Subscriber shall be collectively referred to as the "Parties."

ARTICLE I - SCOPE OF AGREEMENT

Pipeline shall make available for use by Subscriber Pipeline's interactive computer system, ("the System"). Subscriber shall use the System to (1) request new services under applicable rate schedules; (2) request and execute amendments of existing service agreements; (3) nominate quantities for receipt and delivery by Pipeline pursuant to an existing service agreement under any of Pipeline's rate schedules; (4) effect changes in nominations of quantities for receipt and delivery by Pipeline pursuant to an existing service agreement in accord with the rate schedule pursuant to which service is rendered; (5) participate in Pipeline's capacity release program (e.g., post release requests, bid on capacity) in accord with provisions of the General Terms and Conditions of Pipeline's FERC Gas Tariff; and (6) use the Pipeline Mapping System. Subscriber may also use the System to request and receive from Pipeline such other information as Pipeline may from time to time make available to Subscriber through the System.

ARTICLE II - TERMS AND CONDITIONS OF AUTHORIZED USE

2.1 Upon Subscriber's request, Pipeline will make available to Subscriber any software necessary to operate the System. Pipeline and Subscriber will agree on the number of copies which Pipeline will make available to Subscriber, not to exceed five (5) copies. Subscriber is not authorized to make any additional copies without the express written consent of Pipeline. Any System software remains the property of Pipeline, and Subscriber shall return to Pipeline any software issued by Pipeline within five (5) days of the expiration or termination of this Agreement or within five (5) days of any demand by Pipeline for the return of such software upon breach by Subscriber of its obligations hereunder.

SYSTEM LICENSE AGREEMENT (continued)

- 2.2 Subscriber recognizes that the System will operate properly only if Subscriber utilizes the hardware and software as posted on Pipeline's web site under "Notices."
- 2.3 Pipeline will provide Subscriber with a User ID and a unique password for each authorized user within Subscriber. To prevent unauthorized access, Subscriber shall be responsible for securing physical access to the System and to keep confidential its User ID and all passwords provided by Pipeline.
- 2.4 Subscriber shall identify one or more of its employees and/or officers to perform the contracting function and thereby legally bind Subscriber to any service agreement or amended service agreement entered into with Pipeline. Subscriber represents and warrants to Pipeline that the person(s) which have been designated for the contracting function have been duly authorized by the Subscriber to enter into service agreements or amended service agreements with Pipeline.
- 2.5 Liability -- Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of User ID and passwords issued by Pipeline to Subscriber that results from Subscriber's negligence, including, but not limited to the use of such User ID and passwords by Subscriber's personnel who at some point are no longer in Subscriber's employment or control. Upon evidence of unauthorized or improper use of a User ID or password, Pipeline reserves the right to invalidate, upon 72 hours prior notice, any such password or User ID.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Third Revised Sheet No. 648** Third Revised Sheet No. 648 : Effective  
Superseding: Second Revised Sheet No. 648

SYSTEM LICENSE AGREEMENT (continued)

Subscriber shall defend and indemnify Pipeline from and against any and all claims, demands and actions, and any resulting loss, costs, damages and expenses (including court costs and reasonable attorneys fees) of any nature whatsoever which may be asserted against or imposed upon Pipeline by any person as a result of the unauthorized or otherwise improper use of any User ID or password issued by Pipeline to Subscriber, except when such unauthorized or improper use is the result of negligence or wrongful conduct on the part of the Pipeline.

ARTICLE III - INITIATION/MODIFICATION OF SERVICE

- 3.1 Following transmittal of Subscriber's request for service or amendment of existing service, such request shall be evaluated and accepted or rejected by Pipeline in accord with the General Terms and Conditions of its FERC Gas Tariff. If such request is accepted by Pipeline, Subscriber will be notified by Pipeline of such acceptance via the System and Subscriber shall execute on-line the requested new service or amendment of existing service.
- 3.2 With respect to requests for new transportation or storage service, Subscriber, at the time that it executes on-line its request in accord with Section 3.1 above, agrees to be bound by the terms and conditions of the pro-forma service agreement contained in Pipeline's FERC Gas Tariff which corresponds to the Rate Schedule under which the Subscriber is seeking service, as modified to incorporate the terms of the service request.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Third Revised Sheet No. 649** Third Revised Sheet No. 649 : Effective  
Superseding: Second Revised Sheet No. 649

SYSTEM LICENSE AGREEMENT (continued)

- 3.3 With respect to requests for modifications to meters in an existing service agreement between Subscriber and Pipeline, the Subscriber agrees to be bound by the terms and conditions of the pro forma contract amendment contained in Pipeline's FERC Gas Tariff, as modified to incorporate the meter modifications executed on-line by Subscriber.

ARTICLE IV - RELEASE AND DISCLAIMER OF LIABILITY/INDEMNIFICATION

- 4.1 Except for the negligence, bad faith, fraud or willful misconduct of Pipeline, Pipeline expressly disclaims any and all liability for loss or damage to Subscriber or to any third parties associated with Subscriber's use of the System, including but not limited to any loss or damage resulting from any one or more of the following: (1) Subscriber's negligent or otherwise improper use of the System; (2) any unauthorized use of the System, whether by Subscriber, Subscriber's employees or former employees, or by any other persons; (3) any acts of God or force majeure, as defined in Article X of Transporter's General Terms and Conditions, and also including electrical shortage and/or power outages; (4) any defects in computer hardware; (5) any interruption in or malfunction of electronic communication or transmission not within the Pipeline's control. Such causes or contingencies affecting the performance of this Agreement shall not relieve Pipeline of liability in the event (a) it fails to use due diligence to remedy the situation and remove the causes or contingencies affecting performance of this Agreement or (b) it fails to give Subscriber notice and full particulars of the same in writing or by telegraph or facsimile as soon as possible after the event or situation arises.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Third Revised Sheet No. 650** Third Revised Sheet No. 650 : Effective  
Superseding: Second Revised Sheet No. 650

SYSTEM LICENSE AGREEMENT (continued)

- 4.2 Subscriber agrees to protect, defend, indemnify, and hold harmless Pipeline against any and all loss, costs, damages, and expenses of any nature whatsoever (including court costs and reasonable attorney's fees), resulting from or otherwise related to any claim, demand, or action asserted against Pipeline, arising from or connected with Subscriber's use of the System except for the negligence, bad faith, fraud or willful misconduct of Pipeline.

ARTICLE V - TERM

This Agreement shall be and continue in full force and effect from the date of execution hereof until twelve (12) months after implementation of restructured services pursuant to Order No. 636 by Pipeline and shall continue thereafter on a month to month basis unless terminated by Pipeline for due cause or at the request of Subscriber. Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority to make changes in the rates, charges, terms and conditions applicable to service pursuant to this Agreement or any provisions of the General Terms and Conditions applicable to this Agreement. Pipeline agrees that Subscriber may protest or contest the aforementioned filings and that Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

|                  |  |
|------------------|--|
| Pipeline:        | Tennessee Gas Pipeline Company   |
| (As Appropriate) | Midwestern Gas Transmission Company<br>P. O. Box 2511<br>Houston, Texas 77252-2511 |
|                  | Attention: Director, Transportation Services                                       |

Effective Date: 09/03/1998 Status: Effective  
FERC Docket: RP98-369-000

**First Revised Sheet No. 651** First Revised Sheet No. 651 : Effective  
Superseding: Substitute Original Sheet No. 651

SYSTEM LICENSE AGREEMENT (continued)

SUBSCRIBER:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - MISCELLANEOUS

- 7.1 Conformance with Tariff -- Subscriber's use of the System shall be in accordance with and subject to Pipeline's currently effective FERC Gas Tariff, including any and all applicable provisions of the General Terms and Conditions and the terms and conditions of any relevant rate schedules, all of which terms and conditions are incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and any other applicable terms and conditions set forth in Pipeline's FERC Gas Tariff, such other terms and conditions shall govern. For Subscriber's convenience, the terms and provisions of Pipeline's FERC Gas Tariff are available on the System. In the event of a conflict between what is displayed on the System and Pipeline's currently effective FERC Gas Tariff on file with the Federal Energy Regulatory Commission (FERC), Pipeline's currently effective tariff on file with FERC shall govern.
- 7.2 THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 7.3 This Agreement and the obligations of the Parties are subject to all present and future valid laws with respect to the subject matter either state or federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.
- 7.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

Effective Date: 09/03/1998 Status: Effective  
FERC Docket: RP98-369-000

**First Revised Sheet No. 652** First Revised Sheet No. 652 : Effective  
Superseding: Substitute Original Sheet No. 652

SYSTEM LICENSE AGREEMENT (continued)

- 7.5 Unless otherwise expressly provided in this Agreement or in Pipeline's FERC Gas Tariff, no modification of or supplement to the terms and provisions hereof shall be or become effective, until Subscriber has submitted a request for change in accordance with Article III hereof.
- 7.6 This Agreement, as of the date of its execution, shall supersede and cancel any previously executed agreements between Pipeline and Subscriber with respect to the use of the System.
- 7.7 Pipeline reserves the right to modify or replace the System at any time.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY  
MIDWESTERN GAS TRANSMISSION COMPANY  
EAST TENNESSEE NATURAL GAS COMPANY

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Accepted and Agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

SUBSCRIBER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ADDITIONAL SUBSCRIBER 2

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Effective Date: 05/01/2000 Status: Effective*  
*FERC Docket: RP00- 229-000*

**Second Revised Sheet No. 653** Second Revised Sheet No. 653 : Effective  
Superseding: First Revised Sheet No. 653

Sheet No. 653 is Reserved for Future Use.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Fourth Revised Sheet No. 654** Fourth Revised Sheet No. 654 : Effective  
Superseding: Third Revised Sheet No. 654

AGENCY AUTHORIZATION AGREEMENT

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, ("Contract Holder"), \_\_\_\_\_, ("Agent") and Tennessee Gas Pipeline Company ("Transporter").

WITNESSETH:

WHEREAS Contract Holder has rights and obligations under certain contracts with Transporter;

WHEREAS Contract Holder has expressed its desire to transfer certain rights and obligations, pursuant to one or more of the above referenced agreements, to Agent;

NOW THEREFORE, Contract Holder, Transporter, and Agent agree as follows:

1. Authorization: Contract Holder hereby authorizes Agent to exercise the rights and/or perform the obligations ("Agency Functions") set forth in Exhibit A for one or more of the contracts listed on Exhibit A and entered into between Contract Holder and Transporter pursuant to Transporter's tariff.

Contract Holder may authorize Agent to exercise two types of Agency Functions: (i) Party Level Functions and (ii) Contract Level Functions. The Party Level Functions are as follows:

- (a) Confirmations: Agent is authorized to confirm all nominations at all meters on behalf of the Contract Holder;
- (b) Right to Create New Contracts and Bid on Released Capacity: Agent is authorized to enter into new contracts with Transporter on behalf of the Contract Holder, to bid on released capacity, and to create a new contract in the event Agent obtains the released capacity;
- (c) Access to Reports: Agent is granted access to all reports regarding the Contract Holder's Contracts; and
- (d) Full Agency: Agent is authorized to perform all Agent Functions on behalf of the Contract Holder for existing and new contracts, including nominating, confirmations, creating new contracts, bidding on capacity release offers, freely amending contracts (including, but not limited to, the right to change primary points), releasing capacity, receiving billing and viewing all reports.

Contract Holder may assign separate Party Level Functions to one or more agents (up to a maximum of one agent per function), with the exception of Full Agency; the Contract Holder may assign only one agent Full Agency rights.

The Contract Level Functions are as follows:

- (a) Nomination Rights: pursuant to the Contracts listed on Exhibit A, Agent is authorized to nominate on behalf of the Contract Holder quantities of gas up to the Delegated Quantities for the Contracts and Delegated Quantities shown on Exhibit A; provided that Contract Holder shall have the right to overrule Agent's actions if Contract Holder timely notifies Transporter of the revised nomination and Contract Holder specifically indicates to Transporter that this Agency Authorization Agreement is temporarily suspended and the period of time that such suspension shall last. Transporter shall not accept nominations from Agent which exceed the Delegated Quantities set forth in Exhibit A.

Effective Date: 10/01/2002 Status: Effective  
FERC Docket: RP02-436-000

**First Revised Sheet No. 654A** First Revised Sheet No. 654A : Effective  
Superseding: Original Sheet No. 654A

AGENCY AUTHORIZATION AGREEMENT (continued)

- (b) Amendment Rights and Capacity Release: Agent is authorized to freely amend the contracts, including but not limited to the right to change primary receipt or delivery points, and the right to release capacity to third parties on a short-term or long-term basis for a term which may exceed the term of this Agency Authorization Agreement. Contract Holder and Agent understand and agree that it is Contract Holder's responsibility to determine whether Agent is authorized to release capacity for a term which exceeds the term of this Agency Authorization Agreement. Contract Holder may delegate the Contract Level Functions in this section (b) to only one Agent per Contract listed in Exhibit A;
- (c) Billing Rights: Agent is authorized to make all payments to Transporter for services rendered pursuant to the Contracts listed in Exhibit A, governing rate schedules and Transporter's General Terms and Conditions; provided that if Agent does not make all payments due, the Contract Holder shall be held liable for payment and if payment has not been received by Transporter from Agent within 10 days after the payment due date, the invoice for amounts due shall be sent to the Contract Holder; and
- (d) Access to Reports: Agent is granted access to all reports for the Contracts listed on Exhibit A.

With the exception of the Contract Level Functions in (b) above, Contract Holder may assign the foregoing Contract Level Functions to one or more agents for the Contracts listed on Exhibit A.

Contract Holder and Agent also understand and agree that Agent is required to comply with all provisions of the Contract(s) and of Transporter's FERC Gas Tariff governing the transportation, storage, supply aggregation, balancing and/or title transfer tracking of gas.

2. This Agency Authorization Agreement shall be executed pursuant to Article III, Section 15 of the General Terms and Conditions and shall not take effect until Contract Holder has provided Transporter with a completed Exhibit A. Exhibit A shall be incorporated by reference and made a part of this Agreement for all purposes.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Third Revised Sheet No. 655** Third Revised Sheet No. 655 : Effective  
Superseding: Second Revised Sheet No. 655

AGENCY AUTHORIZATION AGREEMENT (continued)

3. Indemnity: Transporter will rely on communications and actions of Agent for all specified purposes related to the specified Contracts as set forth in Exhibit A. Contract Holder agrees to indemnify and hold Transporter harmless against any and all claims arising from Transporter's actions in reliance on communications with Agent. Agent agrees to indemnify and hold Transporter harmless against any and all claims that are brought by Contract Holder against Transporter and that arise from or relate to this Agency Authorization Agreement or the Contracts, provided, however, nothing herein shall relieve Transporter of liability for its own negligence.
4. Term: The term of this Agreement shall be for a term beginning \_\_\_\_\_ and will continue in full force thereafter unless terminated by Agent, Contract Holder or Transporter by written notice from any Party to all other Parties two (2) business days prior to the effective date of the termination.
5. Regulation: This Agreement shall be subject to all applicable governmental statutes, orders, rules, and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued.
6. Waiver: No waiver by any Party of one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.
7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Texas without regard to choice of law doctrine that refers to the laws of another jurisdiction.
8. Conflicts: In the event of a conflict between the provisions of this Agreement and the General Terms and Conditions of Transporter's FERC Gas Tariff, the General Terms and Conditions shall govern.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 656** Second Revised Sheet No. 656 : Effective  
Superseding: Substitute First Revised Sheet No. 656

AGENCY AUTHORIZATION AGREEMENT (continued)

9. The Parties agree and stipulate that the services to be performed pursuant to this Agreement by each Party are uniquely tied to the Parties performing the services. Therefore the rights and obligations pursuant to this agreement may not be assigned.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first hereinabove written.

Contract Holder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Agent: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Tennessee Gas Pipeline Company  
Midwestern Gas Transmission Company

By: \_\_\_\_\_

Title: \_\_\_\_\_



*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: RP00- 229-000*

**Second Revised Sheet No. 657** Second Revised Sheet No. 657 : Effective  
Superseding: First Revised Sheet No. 657

Sheet No. 657 is Reserved for Future Use.

*Effective Date: 05/01/2000 Status: Effective*  
*FERC Docket: RP00- 229-000*

**First Revised Sheet No. 658** First Revised Sheet No. 658 : Effective  
Superseding: Original Sheet No. 658

Sheet No. 658 is Reserved for Future Use.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: RP00- 229-000*

**First Revised Sheet No. 659** First Revised Sheet No. 659 : Effective  
Superseding: Original Sheet No. 659

Sheet No. 659 is Reserved for Future Use.

Effective Date: 11/01/1994 Status: Effective  
FERC Docket: RP94-411-000

Original Sheet No. 659A Original Sheet No. 659A : Effective

GAS TRANSPORTATION AGREEMENT  
FOR USE UNDER RATE SCHEDULE PAT

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ formed and existing under the laws of the state of \_\_\_\_\_, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 MAXIMUM DAILY ELECTED QUANTITY - shall mean the daily quantity of gas which shipper as elected to transport, subject to Article II herein, on each day during each Winter Season during the term hereof, which quantity shall be determined for each Winter Season hereunder pursuant to Article 7 of Rate Schedule PAT.
- 1.2 EQUIVALENT QUANTITY - shall have the meaning set forth in Article I of the General Terms and Conditions of Transporter's effective FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transporter agrees to accept and receive daily on an interruptible basis, as determined in Transporter's sole opinion, at the Receipt Points specified in Exhibit A, from Shipper or for Shipper's account, such quantity of gas up to the Maximum Daily Elected Quantity as Shipper makes available for withdrawal from storage facilities operated by Transporter or by any third parties, and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas.

ARTICLE III

FACILITIES

Transporter and Shipper agree that all facilities are in place which are necessary to permit Transporter to render the service provided for in this Agreement. Transporter shall have no obligation to build additional facilities to perform this service hereunder.

GAS TRANSPORTATION AGREEMENT (continued)

FOR USE UNDER RATE SCHEDULE PAT

ARTICLE IV

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then Shipper shall be solely responsible for operation of such facilities.

ARTICLE V

RATES AND CHARGES FOR GAS TRANSPORTATION

- 5.1 TRANSPORTATION RATES - Commencing with the date of initial scheduling of gas, charges and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule PAT and the General Terms and Conditions of Transporter's effective FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 5.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.
- 5.2 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file from time to time with the appropriate regulatory authority in order to make changes effective to (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule PAT, (b) the terms and conditions contained in Rate Schedule PAT, and (c) any provision of the General Terms and Conditions applicable to service provided under Rate Schedule PAT. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's effective FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VI

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, except that Shipper's prepayment for service in any month shall be due and payable in the preceding month.

Effective Date: 11/01/1994 Status: Effective  
FERC Docket: RP94-411-000

**Original Sheet No. 659C** Original Sheet No. 659C : Effective

GAS TRANSPORTATION AGREEMENT (continued)  
FOR USE UNDER RATE SCHEDULE PAT

ARTICLE VII  
GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule PAT and to the General Terms and Conditions of Transporter's tariff as the same may be changed or superseded from time to time.

ARTICLE VIII  
REGULATION

- 8.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations, and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be deemed void and of no effect if any necessary regulatory approval is not so obtained or continued. The Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to the other Party for failure to obtain or continue such approvals or authorizations.
- 8.2 The transportation service described herein shall be provided in accordance with Part 284, Subpart G of the FERC Regulations codified at 18 CFR Part 284.

ARTICLE IX  
RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation, as between Transporter and Shipper, shall be as stated in the General Terms and Conditions of Transporter's effective FERC Gas Tariff.

ARTICLE X  
WARRANTIES

- 10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Shipper warrants the following:

Effective Date: 11/01/1994 Status: Effective  
FERC Docket: RP94-411-001

**Substitute Original Sheet No. 659D** Substitute Original Sheet No. 659D : Effective

GAS TRANSPORTATION AGREEMENT (continued)

FOR USE UNDER RATE SCHEDULE PAT

- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
  - (b) Shipper agrees to defend, indemnify, and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including court costs and reasonable attorneys' fees) arising from or out of breach of any warranty by Shipper in connection with the service provided hereunder.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty by Shipper.

ARTICLE XI

TERM

- 11.1 This Agreement shall be effective from the date hereof and shall remain in full force and effect on a month to month basis unless terminated by either Party upon at least one (1) year prior written notice to the other Party, or unless otherwise terminated in accordance with the provisions of this Agreement, Rate Schedule PAT, or the General Terms and Conditions of Transporter's effective FERC Gas Tariff. Service provided hereunder will only be provided during the Winter Season.
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC effective Gas Tariff shall survive the other parts of this Agreement until such time as such resolution or cash-out has been accomplished; provided, however, that Transporter shall notify Shipper of any such imbalance no later than twelve months after the date of termination of this Agreement.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95-112-009

**Second Sub 1st Revised Sheet No. 659E** Second Sub 1st Revised Sheet No. 659E : Effective  
Superseding: Original Sheet No. 659E

GAS TRANSPORTATION AGREEMENT (continued)  
FOR USE UNDER RATE SCHEDULE PAT

11.3 This Agreement will terminate immediately upon receipt of written notice from Transporter by Shipper in the event that Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's effective FERC Gas Tariff.

ARTICLE XII

NOTICE

Except as otherwise provided in Rate Schedule PAT or in the General Terms and Conditions of Transporter's effective FERC Gas Tariff, any notice under this Agreement shall be in writing and mailed to the Party intended to receive the same at the following address for such Party, or at such other address as either Party shall designate by formal written notice to the other:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER: \_\_\_\_\_

NOTICES: \_\_\_\_\_

Attention: \_\_\_\_\_

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**Second Revised Sheet No. 659F** Second Revised Sheet No. 659F : Effective  
Superseding: First Revised Sheet No. 659F

GAS TRANSPORTATION AGREEMENT (continued)  
FOR USE UNDER RATE SCHEDULE PAT

BILLING:

Attention:

ARTICLE XIII  
ASSIGNMENT

Any entity which shall succeed by purchase, merger, or consolidation to the properties, substantially in their entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. This Agreement may not be otherwise assigned by either Party.

ARTICLE XIV  
MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY PRINCIPLES CONCERNING CONFLICTS OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then such provision will be considered severable at either Party's option. To the extent that any such provision is severed from this Agreement, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or in Transporter's effective FERC Gas Tariff, no modification of or supplement to the terms and conditions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through of Transporter's agreement to such change.

Effective Date: 11/01/1994 Status: Effective

FERC Docket: RP94-411-000

**Original Sheet No. 659G** Original Sheet No. 659G : Effective

GAS TRANSPORTATION AGREEMENT (continued)

FOR USE UNDER RATE SCHEDULE PAT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

By:  
Agent and Attorney-in-Fact

SHIPPER

By:  
Title:  
Date:

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**First Revised Sheet No. 659H** First Revised Sheet No. 659H  
Superseding: Original Sheet No. 659H

FORM OF SERVICE AGREEMENT  
(For Use Under Transporter's Rate Schedule PAL)  
Park and Loan Services

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as "Transporter," first party, and \_\_\_\_\_, hereinafter referred to as "Shipper," second party,

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

GAS SERVICE

- 1.1 PARK SERVICE - Subject to the terms and provisions of this agreement (including Exhibit A hereto) and of Transporter's Rate Schedule PAL, Shipper agrees to deliver or cause gas to be delivered to Transporter and Transporter agrees to (a) the receipt of a quantity of gas (Parked Quantity), equal to the Daily Quantity or Term Maximum Quantity, as applicable, specified in Exhibit A, on behalf of Shipper at the mutually agreed upon Point of Transaction (PT) on Transporter's system; (b) hold the Parked Quantity on Transporter's system; and (c) deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the PT. Shipper shall make any necessary arrangements with Transporter or third parties to receive or deliver gas to Transporter at the PT; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.
- 1.2 LOAN SERVICE - Subject to the terms and provisions of this agreement (including Exhibit A hereto) and of Transporter's Rate Schedule PAL, Shipper agrees to receive or cause gas to be received from Transporter and Transporter agrees to (a) advance to Shipper a quantity of gas (Loaned Quantity), equal to the Daily Quantity or Term Maximum Quantity, as applicable, specified in Exhibit A, at the mutually agreed upon Point of Transaction (PT); and (b) the receipt by Transporter of Shipper's return of the Loaned Quantity at the PT. Shipper shall make any necessary arrangements with Transporter or third parties to receive or deliver gas to Transporter at the PT; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.
- 1.3 Service rendered hereunder shall be subject to curtailment or interruption at Transporter's reasonable discretion. In the event Transporter is unable to provide the level of Park Service and/or Loan Service requested by all Shippers under Rate Schedule PAL, then Transporter shall allocate available Park Service and/or Loan Service among such Shippers in accordance with the Scheduling Priorities and Allocation of Limited Capacity set forth in Article III of the General Terms and Conditions of Transporter's Tariff.

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**First Revised Sheet No. 659I** First Revised Sheet No. 659I  
Superseding: Original Sheet No. 659I

FORM OF SERVICE AGREEMENT  
(For Use Under Transporter's Rate Schedule PAL)  
Park and Loan Services (Continued)

- 3.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 3.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule PAL, (b) the rate schedule pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to such rate schedule. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE V

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule PAL and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE VI

REGULATION

This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**First Revised Sheet No. 659J** First Revised Sheet No. 659J  
Superseding: Original Sheet No. 659J

FORM OF SERVICE AGREEMENT  
(For Use Under Transporter's Rate Schedule PAL)  
Park and Loan Services (Continued)

ARTICLE VII

RESPONSIBILITY DURING PAL SERVICES

Except as herein specified, the responsibility for gas for the duration of the Park Service and/or Loan Service shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VIII

WARRANTIES

- 8.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point. Shipper agrees to indemnify and hold Transporter harmless for refusal to provide Park Service and/or Loan Service hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
  - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 8.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE IX

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
  
Attention: Director, Transportation Services

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**First Revised Sheet No. 659K** First Revised Sheet No. 659K  
Superseding: Original Sheet No. 659K

FORM OF SERVICE AGREEMENT  
(For Use Under Transporter's Rate Schedule PAL)  
Park and Loan Services (Continued)

SHIPPER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
BILLING: \_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE X

ASSIGNMENT

Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Otherwise, this Agreement shall not be assigned.

ARTICLE XI

MISCELLANEOUS

- 12.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 12.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 12.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change.

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-998-000

**First Revised Sheet No. 659L** First Revised Sheet No. 659L  
Superseding: Original Sheet No. 659L

FORM OF SERVICE AGREEMENT  
(For Use Under Transporter's Rate Schedule PAL)  
Park and Loan Services (Continued)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

SHIPPER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_









*Effective Date: 10/01/2009 Status: Effective*

*FERC Docket: RP09-998-000*

**First Revised Sheet No. 659Q** First Revised Sheet No. 659Q

Superseding: Original Sheet No. 659Q

Sheet No.659Q is Reserved for Future Use.

*Effective Date: 10/01/2009 Status: Effective*

*FERC Docket: RP09-998-000*

**Second Revised Sheet No. 659R** Second Revised Sheet No. 659R  
Superseding: First Revised Sheet No. 659R

Sheet No.659R is Reserved for Future Use.

*Effective Date: 10/01/2009 Status: Effective*

*FERC Docket: RP09-998-000*

**First Revised Sheet No. 659S** First Revised Sheet No. 659S

Superseding: Original Sheet No. 659S

Sheet No.659S is Reserved for Future Use.

Effective Date: 10/01/2002 Status: Effective  
FERC Docket: RP02-436-000

Original Sheet No. 659T Original Sheet No. 659T : Effective

Title Transfer Tracking Service Agreement  
(For Use Under Rate Schedule TTT)

THIS AGREEMENT is made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Account Holder." Transporter and Account Holder shall collectively be referred to herein as the "Parties."

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule TTT, Transporter agrees to permit Account Holder to track title transfers from Account Holder's TTT Agreement at any pooling point as defined in Section 2.1 of Rate Schedule TTT.

ARTICLE II

CHARGES FOR TITLE TRANSFER TRACKING

- 2.1 There is no charge for TTT service. Pursuant to Section 2.1 of Rate Schedule TTT, Account Holder agrees to nominate and schedule all transactions pursuant to this Agreement in balance.
- 2.2 CHANGES IN CHARGES - Account Holder agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the charges applicable to service pursuant to Transporter's Rate Schedule TTT, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules or this Agreement. Transporter agrees that Account Holder may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE III

BILLINGS AND PAYMENTS

Transporter shall bill and Account Holder shall pay all charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's Gas Tariff.

ARTICLE IV

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule TTT and the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Effective Date: 09/20/2004 Status: Effective  
FERC Docket: RP04-463-000

**First Revised Sheet No. 659U** First Revised Sheet No. 659U : Effective  
Superseding: Sub Original Sheet No. 659U

Title Transfer Tracking Service Agreement  
(For Use Under Rate Schedule TTT) (Continued)

ARTICLE V

REGULATION

This Agreement shall be subject to all applicable lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

ARTICLE VI

TERM

- 6.1 This contract shall be effective as of \_\_\_\_\_ and shall remain in force and effect on a month to month basis thereafter unless this contract is terminated as hereinafter provided. This contract may be terminated by either Transporter or Account Holder upon 30 days prior written notice to the other.
- 6.2 This Agreement will terminate automatically upon written notice from Transporter in the event Account Holder fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.
- 6.3 Transporter may, in its sole discretion, suspend or terminate this Agreement in the event Account Holder fails to comply with any of the provisions of this Agreement or with any of the terms and conditions of Transporter's FERC Tariff. Transporter shall give Account Holder 30 days prior notice of Account Holder's failure to so comply.

ARTICLE VII

NOTICE

Except as provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TENNESSEE: Tennessee Gas Pipeline Company  
1001 Louisiana Street  
Houston, Texas 77002  
Attention: Director, Transportation Services

Title Transfer Tracking Service Agreement  
(For Use Under Rate Schedule TTT) (Continued)

Account Holder:

Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VIII

ASSIGNMENTS

- 8.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated.
- 8.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE IX

MISCELLANEOUS

- 9.1 The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Texas, without regard to the doctrines governing choice of law.
- 9.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

Effective Date: 10/01/2002 Status: Effective  
FERC Docket: RP02-436-000

**Original Sheet No. 659W** Original Sheet No. 659W : Effective

Title Transfer Tracking Service Agreement  
(For Use Under Rate Schedule TTT) (Continued)

9.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification or supplement to the terms and provisions stated in this Agreement shall be or become effective until Account Holder has submitted a request for change through PASSKEY and Account Holder has been notified through PASSKEY of Transporter's agreement to such change. Such modifications or supplements shall be set forth on Exhibit A attached to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

Account Holder

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Effective Date: 10/01/2002 Status: Effective

FERC Docket: RP02-436-000

**Original Sheet No. 659X** Original Sheet No. 659X : Effective

TITLE TRANSFER TRACKING SERVICE AGREEMENT

EXHIBIT "A"

TITLE TRANSFER TRACKING SERVICE AGREEMENT

DATED \_\_\_\_\_, \_\_\_\_\_

BETWEEN

TENNESSEE GAS PIPELINE COMPANY

AND

---

Special Terms:

FORM OF SERVICE AGREEMENT  
(For Use Under Transporter's Rate Schedule PAL)  
Park and Loan Services (Continued)

ARTICLE II

TERM OF AGREEMENT

- 2.1 This agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_ and shall remain in force and effect through \_\_\_\_\_, \_\_\_\_\_ unless extended by the Grace Period, if applicable and as defined in Section 7 of Transporter's Rate Schedule PAL, or by mutual agreement of Transporter and Shipper.
- 2.2 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

ARTICLE III

RATE SCHEDULE AND PRICE

- 3.1 RATES - Shipper shall pay Transporter for service hereunder in accordance with Transporter's Rate Schedule PAL and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Shipper shall elect either Daily Rate or Term Rate PAL services:

(a) Daily Rate PAL services: \_\_\_\_\_

(b) Term Rate PAL services: \_\_\_\_\_

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical areas. Any such discounted rate shall be a rate between the applicable minimum and maximum rate.

Effective Date: 08/01/1999 Status: Effective  
FERC Docket: GT99- 58-000

**First Revised Sheet No. 660** First Revised Sheet No. 660 : Effective  
Superseding: Original Sheet No. 660

ELECTRONIC DATA INTERCHANGE  
TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ [specify corporation or other entity type], with offices at \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_, [specify corporation or other entity type] with offices at \_\_\_\_\_ (collectively, the "parties").

RECITALS

WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged by electronically transmitting and receiving data in agreed formats; and

WHEREAS, the parties desire to assure that such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with respect to computer to computer exchange of information, also known as Electronic Data Interchange ("EDI") transactions.

NOW THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Prerequisites

1.1 Data Communications. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s), as such Exhibit(s) may be revised by written agreement (collectively "Documents"). Any transmission of data which is not a Document, a Functional Acknowledgement, an electronic delivery mechanism error notification, or a time-stamp receipt response or record (collectively "Data Communications") shall have no force or effect between the parties. All Data Communications shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Exhibit(s). The Exhibit(s) to this Agreement is(are) attached hereto. Any modification of the provisions contained in the body of this Agreement will be effective as set forth in the Exhibit(s).

1.2. Third Party Service Providers

1.2.1 Data Communications will be transmitted electronically to each party as specified in the Exhibit(s), either directly or through any third party service provider ("Provider") with whom either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party.

1.2.2 Each party shall be responsible for the costs of any Provider with whom it contracts, unless otherwise set forth in the Exhibit(s). Each party shall be responsible for services needed to carry out its responsibilities under this agreement.

1.2.3 Notwithstanding the acts or omissions of its Provider, for purposes of this Agreement, each party is responsible for transmitting, receiving, storing or handling Data Communications to the extent required to effectuate transactions pursuant to Section 2.

ELECTRONIC DATA INTERCHANGE  
TRADING PARTNER AGREEMENT (Continued)

1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications to, and receive Data Communications from the parties' respective Receipt Computers.

1.4 Security Procedures

1.4.1 Each party shall use those security procedures specified in the North American Energy Standards Board ("NAESB") standards and the Exhibit(s). The manner in which public encryption keys are to be changed and/or exchanged will be specified in the Exhibit(s).

Security Key Exchanges. The parties shall maintain a public key used to facilitate secure electronic communication. The parties shall change their public key as set forth in the Exhibit(s). However, in emergency situations in which it is necessary to change a key immediately, each party shall provide the other party with immediate notice of the change. Each party shall provide to the other its public key by either: (a) a certified or receipt mail service using a diskette with the public key contained in an ASCII text file; or, (b) an electronic simple mail transfer protocol ("SMTP") mail message with the public key contained in the body. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by phone or by other comparable means.

1.5 Signatures. Each party shall adopt as its signature private keys which shall be applied to each document transmitted by such party ("Digital Signature "). Such Digital Signature, when decrypted by the receiving party, will be used to authenticate the identity of the sender.

Section 2. Transmissions

2.1 Proper Receipt

2.1.1 Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Exhibit(s), as evidenced by the receipt by sending party of the HTTP response initiated by receiving party. The HTTP response shall specify the date and time of receipt of a Document at the receiving Internet server (also called "time-c"). No Document shall have any effect if the HTTP response is not received by sending party, or if the HTTP response indicates an error.

2.1.2 The "Receipt Computer" shall be defined in the Exhibit(s) as the receiving party's Uniform Resource Locator ("URL"), which describes the protocols which are needed to access the resources and point to the appropriate Internet locations. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in the Exhibit(s) as the receiving party's URL provided by the receiving party's Provider.

2.2 Digital Signature Verification and Decryption. Upon proper receipt of any Document, the receiving party shall attempt to decrypt the Document and verify the digital signature of the sending party. If the Document is verified and the decryption is successful, the receiving party shall transmit a Functional Acknowledgment in return. If the Document is verified and the decryption is unsuccessful, the receiving party shall send the applicable error message to the sending party. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party.

Effective Date: 08/01/1999 Status: Effective  
FERC Docket: GT99- 58-000

**First Revised Sheet No. 662** First Revised Sheet No. 662 : Effective  
Superseding: Original Sheet No. 662

ELECTRONIC DATA INTERCHANGE  
TRADING PARTNER AGREEMENT (Continued)

2.3 Functional Acknowledgement and Response Document

2.3.1 For the purposes of this Agreement, a "Functional Acknowledgment" means an ASC X12 Transaction Set 997 which confirms a Document has been received and whether all required portions of the Document are syntactically correct or not, but which does not confirm the substantive content(s) of the related Document.

2.3.2 If the Functional Acknowledgment indicates an error, neither party shall rely on the Document. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party. If the Functional Acknowledgment does not indicate any error, the Functional Acknowledgment shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.3 If there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Functional Acknowledgement, the sending party's records of the contents of the Document shall control, unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.4 By mutual agreement, the parties may designate in the Exhibit(s) a "Response Document" Transaction Set as a substitute for or in addition to an ASC X12 Transaction Set 997. A Response Document confirms that a Document has been received, and whether all required portions of the Document are syntactically correct, and contains data sent by the receiving party to the sending party in response to the substantive content of the related Document.

2.3.5 If the Response Document indicates an error, neither party shall rely on the Document or portion of the Document which is in error, if known. The sending party shall attempt to correct the errors and promptly retransmit the Document or applicable portion or otherwise contact the receiving party. If the Response Document does not indicate any error, the Response Document shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.6 If the parties have mutually agreed to the use of a Response Document, and if there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Response Document, the sending party's records of the contents of the Document shall control unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.7 Retransmissions. If the sending party of a Document has not received a corresponding functional acknowledgment or response document within the time frame indicated in the Exhibit(s), the sending party shall retransmit the Document and such Document shall be considered a new transmission for purposes of Section 2.

Section 3. Terms

3.1 Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to transportation or sales conducted pursuant to underlying written agreements. In the event of conflict between this Agreement and the subject underlying written agreement(s), the terms and conditions of the underlying agreement(s) shall control.

3.2 Terms and Conditions of Reports and Other Information. In the absence of any other written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to:

Effective Date: 08/01/1999 Status: Effective  
FERC Docket: GT99- 58-000

**First Revised Sheet No. 663** First Revised Sheet No. 663 : Effective  
Superseding: Original Sheet No. 663

ELECTRONIC DATA INTERCHANGE  
TRADING PARTNER AGREEMENT (Continued)

[A] those terms and conditions, including any terms for payment, included in the Exhibit(s);  
and

[B] such additional terms and conditions as may be determined in accordance with applicable law.

3.3 Change in Terms and Conditions. Notwithstanding Section 4.1 of this Agreement, if any party determines that Data Communications under this Agreement are altered by a subsequent change to a party's tariff or obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which Data Communications under this Agreement are affected, and the reasons therefore, and may provide notice of termination of this Agreement as provided in Section 4.8, effective immediately upon receipt of such notice by the other party to this Agreement.

3.4. Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5 or in the Exhibit(s), by written agreement between the parties, or by applicable law.

3.5. Validity: Enforceability

3.5.1 This Agreement has been executed by the parties to evidence their mutual intent to be bound by the terms and conditions set forth herein relating to the electronic transmission and receipt of Data Communications.

3.5.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is applied, a Digital Signature ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.5.3 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Section 4. Miscellaneous

4.1 Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

Effective Date: 08/01/1999 Status: Effective  
FERC Docket: GT99- 58-000

**First Revised Sheet No. 664** First Revised Sheet No. 664 : Effective  
Superseding: Original Sheet No. 664

ELECTRONIC DATA INTERCHANGE  
TRADING PARTNER AGREEMENT (Continued)

4.2 Severability. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3 Entire Agreement. This Agreement and the Exhibit(s) constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement.

4.4 No Third Party Beneficiaries. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties, their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement.

4.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_ [specify state, commonwealth, province, etc.] of \_\_\_\_\_, excluding any conflict-of-law rules and principles of that jurisdiction which would result in reference to the laws or law rules of another jurisdiction.

4.6 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.

4.7 Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Data Communications pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from Data Communications under this Agreement shall be set forth in the Exhibit(s).

4.8 Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Exhibit(s) to the addressee party at such party's address as set forth in the Exhibit(s). Either party may change its address for the purpose of notice hereunder by giving the other party no less than five days prior written notice of such new address in accordance with the preceding provisions.

4.9 Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

4.10 Waivers. No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

Effective Date: 08/01/1999 Status: Effective  
FERC Docket: GT99- 58-000

**First Revised Sheet No. 665** First Revised Sheet No. 665 : Effective  
Superseding: Sub Original Sheet No. 665

ELECTRONIC DATA INTERCHANGE  
TRADING PARTNER AGREEMENT (Continued)

4.11 Counterparts. This Agreement may be executed in any number of original counterparts all of which shall constitute one and the same instrument.

4.12 Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

| DEFINED TERM                     | WHERE DEFINED |
|----------------------------------|---------------|
| Agreement                        | Header        |
| Data Communications              | Section 1.1   |
| Digital Signature                | Section 1.5   |
| Documents                        | Section 1.1   |
| Electronic Data Interchange, EDI | Recital       |
| Functional Acknowledgment        | Section 2.3.1 |
| parties                          | Header        |
| Provider                         | Section 1.2.1 |
| Receipt Computer                 | Section 2.1.2 |
| Response Document                | Section 2.3.4 |
| Signed Documents                 | Section 3.5.2 |
| time-c                           | Section 2.1.1 |
| Uniform Resource Locator, URL    | Section 2.1.2 |

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

Company Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Effective Date: 08/01/1999 Status: Effective  
FERC Docket: GT99- 58-000

**First Revised Sheet No. 666** First Revised Sheet No. 666 : Effective  
Superseding: Original Sheet No. 666

EXHIBIT \_\_\_\_

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

TO BE EFFECTIVE \_\_\_\_\_ (date)

1. Contact Information:

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Province/Commonwealth: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_

Attention [Name, Title]: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Legal Entity Common Code (D-U-N-S\* (Number): \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Province/Commonwealth: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_

Attention [Name, Title]: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Legal Entity Common Code (D-U-N-S\* (Number): \_\_\_\_\_

2. Special Allocation Costs if Any: \_\_\_\_\_

\* (A registered trademark of Dun & Bradstreet Corporation)

Effective Date: 11/01/1995 Status: Effective  
 FERC Docket: RP95-451-000

**First Revised Sheet No. 666A** First Revised Sheet No. 666A : Superseded  
 Superseding: Substitute Original Sheet No. 666A

INDEX OF FIRM CUSTOMERS

| NAME OF CUSTOMER       | RATE SCHEDULE | CONTRACT QUANTITY (DTH/D) | CONTRACT DATE | EFFECTIVE DATE | END OF PRIMARY TERM |
|------------------------|---------------|---------------------------|---------------|----------------|---------------------|
| Gallatin Natural       | FS-DEL        | 1,105                     | 11-01-93      | 11-01-93       | 11-01-10            |
|                        | FS-DEL        | 238                       | 11-01-93      | 11-01-93       | 11-01-10            |
|                        |               | -----<br>1,343            |               |                |                     |
|                        | FT-A          | 4,984                     | 11-01-93      | 11-01-93       | 11-01-10            |
| General Shale Products | FT-A          | 356                       | 11-01-93      | 11-01-93       | 11-01-00            |
| Grand Isle, LA         | FS-DEL        | 460                       | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FT-GS 1\      | 1,047                     | 09-01-93      | 09-01-93       | 11-01-00            |
| Grandview              | FT-GS 1\      | 472                       | 03-01-94      | 03-01-94       | 10-31-00            |
| Granite State          | CGT-NE        | 8,018                     | 09-01-93      | 09-01-93       | 01-14-03            |
| Grayson, KY            | FS-DEL        | 1,241                     | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FT-G 2\       | 1,553                     | 09-01-93      | 09-01-93       | 11-01-00            |
| Greater Dickson        | FS-DEL        | 977                       | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FS-DEL        | 4,361                     | 09-01-93      | 09-01-93       | 11-01-00            |
|                        |               | -----<br>5,338            |               |                |                     |
|                        | FT-G 2\       | 8,535                     | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FT-GS 1\      | 5,000                     | 09-01-93      | 09-01-93       | 11-01-00            |
| Hardeman-Fayette       | FS-DEL        | 286                       | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FS-DEL        | 1,106                     | 09-01-93      | 09-01-93       | 11-01-00            |
|                        |               | -----<br>1,392            |               |                |                     |
|                        | FT-GS 1\      | 2,322                     | 09-01-93      | 09-01-93       | 11-01-00            |



Effective Date: 08/01/1999 Status: Effective  
FERC Docket: GT99- 58-000

**First Revised Sheet No. 667** First Revised Sheet No. 667 : Effective  
Superseding: Original Sheet No. 667

EXHIBIT \_\_\_\_

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

TO BE EFFECTIVE \_\_\_\_\_ (date)

3. Communication Specifics:

Company Name: \_\_\_\_\_

EDI Contact Phone Number: \_\_\_\_\_

Provider Name: \_\_\_\_\_

Receipt Computer URL (include host name or IP address, any non standard port,  
directory and program name as necessary): \_\_\_\_\_

Basic Authentication Userid: \_\_\_\_\_

Basic Authentication Password: \_\_\_\_\_

HTTP to/from Tag: \_\_\_\_\_

Is the "transaction set" supported in the HTTP envelope (Yes/No)? \_\_\_\_\_

Company Name: \_\_\_\_\_

EDI Contact Phone Number: \_\_\_\_\_

Provider Name: \_\_\_\_\_

Receipt Computer URL (include host name or IP address, any non standard port,  
directory and program name as necessary): \_\_\_\_\_

Basic Authentication Userid: \_\_\_\_\_

Basic Authentication Password: \_\_\_\_\_

HTTP to/from Tag: \_\_\_\_\_

Is the "transaction set" supported in the HTTP envelope (Yes/No)? \_\_\_\_\_

[Parties should execute a separate Exhibit for each different URL.]

Effective Date: 10/01/2002 Status: Effective  
FERC Docket: RP02-436-000

**Second Revised Sheet No. 668** Second Revised Sheet No. 668 : Effective  
Superseding: First Revised Sheet No. 668

EXHIBIT \_\_\_\_\_  
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT  
DATED \_\_\_\_\_  
TO BE EFFECTIVE \_\_\_\_\_ (DATE)

4. Transaction Sets:  
Complete table for all applicable transaction sets (Refer to the NAESB Home Page  
(www.naesb.org) for the current list  
of transaction set numbers and document names).

| RECEIVING PARTY's |                    |               |           | SENDING PARTY's |       |           |        |
|-------------------|--------------------|---------------|-----------|-----------------|-------|-----------|--------|
| TRANSACTION       |                    | NATURAL GAS   | ISA       | ISA             |       |           |        |
| Functional        |                    |               |           |                 |       |           |        |
| GS ID             | SET NUMBER         | DOCUMENT NAME | Qualifier | ISA ID          | GS ID | Qualifier | ISA ID |
|                   | Acknowledgment     |               |           |                 |       |           |        |
|                   | (FA) or Responsive |               |           |                 |       |           |        |
|                   | Document (RD)      |               |           |                 |       |           |        |
|                   | Supported          |               |           |                 |       |           |        |

Effective Date: 08/01/1999 Status: Effective  
FERC Docket: GT99- 58-000

**First Revised Sheet No. 669** First Revised Sheet No. 669 : Effective  
Superseding: Original Sheet No. 669

EXHIBIT \_\_\_\_

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

TO BE EFFECTIVE \_\_\_\_\_ (date)

5. Standards and Industry Guidelines: (Specify all applicable standards, issuing organizations, and published industry guidelines.)

\_\_\_\_\_  
\_\_\_\_\_

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the transaction(s) contained in this Exhibit(s). The mutually agreed provisions of this Exhibit(s) shall control in the event of any conflict with any listed industry guidelines.

6. Security Procedures: (Define security procedures, including but not limited to encryption, authentication, and PGP version.)

\_\_\_\_\_  
\_\_\_\_\_

6.1 Public Encryption Key Exchange Procedures:

- a) Contact for public encryption key exchange (emergency and scheduled)  
\_\_\_\_\_
- b) Method of contact and related information (phone number and/or e-mail address)  
\_\_\_\_\_
- c) Chosen electronic method of key exchange  
\_\_\_\_\_
- d) Scheduled public encryption key exchange procedures including frequency  
\_\_\_\_\_
- e) Emergency public encryption key exchange procedures  
\_\_\_\_\_
- f) Verification procedures to confirm appropriate exchange of public encryption keys  
\_\_\_\_\_
- g) Other  
\_\_\_\_\_

Effective Date: 08/01/1999 Status: Effective  
FERC Docket: GT99- 58-000

**First Revised Sheet No. 670** First Revised Sheet No. 670 : Effective  
Superseding: Original Sheet No. 670

EXHIBIT \_\_\_\_

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

TO BE EFFECTIVE \_\_\_\_\_ (date)

7. Terms and Conditions: (If no special terms and conditions have been agreed upon, enter "None.")

\_\_\_\_\_  
\_\_\_\_\_

8. Data Retention: (If no special data retention procedures have been agreed upon, enter "None.")

\_\_\_\_\_  
\_\_\_\_\_

9. Limitation on Direct Damages: (If no limitation has been agreed upon, enter "None.")

\_\_\_\_\_  
\_\_\_\_\_

10. Confidential Information: (See Section 3.4 If no limitation has been agreed upon, enter "None.")

\_\_\_\_\_  
\_\_\_\_\_

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

Company Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

*Effective Date: 08/01/1999 Status: Effective*

*FERC Docket: GT99- 58-000*

**First Revised Sheet No. 671** First Revised Sheet No. 671 : Effective  
Superseding: Original Sheet No. 671

Sheet No. 671 is reserved for future use.

*Effective Date: 08/01/1999 Status: Effective*

*FERC Docket: GT99- 58-000*

**First Revised Sheet No. 672** First Revised Sheet No. 672 : Effective  
Superseding: Original Sheet No. 672

Sheet No. 672 is reserved for future use.

Effective Date: 11/01/1995 Status: Effective  
 FERC Docket: RP95-451-000

**First Revised Sheet No. 672A** First Revised Sheet No. 672A : Superseded  
 Superseding: Substitute Original Sheet No. 672A

INDEX OF FIRM CUSTOMERS

| NAME OF CUSTOMER              | RATE SCHEDULE     | CONTRACT QUANTITY (DTH/D) | CONTRACT DATE | EFFECTIVE DATE | END OF PRIMARY TERM |
|-------------------------------|-------------------|---------------------------|---------------|----------------|---------------------|
| Provencal, LA                 | FS-DEL            | 197                       | 09-01-93      | 09-01-93       | 11-01-00            |
|                               | FT-GS 1\          | 292                       | 09-01-93      | 09-01-93       | 11-01-00            |
| Providence                    | FS-DEL Ratchet 0  | 10,249                    | 12-01-94      | 12-01-94       | 12-01-00            |
|                               | FS-DEL Ratchet I  | 2,949                     | 12-01-94      | 12-01-94       | 12-01-00            |
|                               | FS-DEL Ratchet II | 2,949                     | 12-01-94      | 12-01-94       | 12-01-00            |
|                               | FT-A              | 30,000                    | 09-01-93      | 09-01-93       | 11-01-00            |
|                               | FT-A              | 1,114                     | 10-01-93      | 10-01-93       | 10-31-00            |
|                               |                   | -----                     |               |                |                     |
|                               |                   | 31,114                    |               |                |                     |
| Public Service                | FT-A              | 5,117                     | 09-01-93      | 09-01-93       | 10-31-00            |
|                               | FT-A              | 5,117                     | 09-01-93      | 09-01-93       | 10-31-00            |
|                               | FT-A              | 36,414                    | 09-01-93      | 09-01-93       | 10-31-00            |
|                               | FT-A              | 10,206                    | 10-01-93      | 10-01-93       | 10-31-00            |
|                               |                   |                           | -----         |                |                     |
|                               |                   | 56,854                    |               |                |                     |
|                               | SS-E              | 57,222                    | 09-01-93      | 09-01-93       | 10-31-00            |
| Public Service of N.C.        | FT-A              | 8,315                     | 11-01-93      | 11-01-93       | 10-31-00            |
| Pulaski Natural               | FT-G 2\           | 405                       | 07-01-94      | 07-01-94       | 11-01-00            |
| Pyron Metal Powders           | FS-DEL            | 114                       | 11-01-93      | 11-01-93       | 11-01-00            |
|                               | FS-DEL            | 25                        | 11-01-93      | 11-01-93       | 11-01-00            |
|                               |                   | -----                     |               |                |                     |
|                               |                   | 139                       |               |                |                     |
|                               | FT-A              | 394                       | 07-01-94      | 07-01-94       | 11-01-00            |
| Reynolds Metals               | FT-A              | 18,006                    | 09-01-93      | 09-01-93       | 09-01-97            |
| Rhone-Poulenc AG              | FT-A              | 300                       | 11-01-93      | 11-01-93       | 11-01-95            |
| Rhone-Poulenc Basic Chemicals | FT-A              | 295                       | 11-01-93      | 11-01-93       | 11-01-95            |



*Effective Date: 08/01/1999 Status: Effective*

*FERC Docket: GT99- 58-000*

**First Revised Sheet No. 673** First Revised Sheet No. 673 : Effective  
Superseding: Original Sheet No. 673

Sheet No. 673 is reserved for future use.

*Effective Date: 08/01/1999 Status: Effective*

*FERC Docket: GT99- 58-000*

**First Revised Sheet No. 674** First Revised Sheet No. 674 : Effective  
Superseding: Original Sheet No. 674

Sheet No. 674 is reserved for future use.

*Effective Date: 08/01/1999 Status: Effective*

*FERC Docket: GT99- 58-000*

**First Revised Sheet No. 675** First Revised Sheet No. 675 : Effective  
Superseding: Sub Original Sheet No. 675

Sheet No. 675 is reserved for future use.

Effective Date: 11/01/1995 Status: Effective  
 FERC Docket: RP95-451-000

**First Revised Sheet No. 675A** First Revised Sheet No. 675A : Superseded  
 Superseding: Substitute Original Sheet No. 675A

INDEX OF FIRM CUSTOMERS

| NAME OF CUSTOMER       | RATE SCHEDULE | CONTRACT QUANTITY (DTH/D) | CONTRACT DATE | EFFECTIVE DATE | END OF PRIMARY TERM |
|------------------------|---------------|---------------------------|---------------|----------------|---------------------|
| Vernon Gas Util. Dist. | FS-DEL        | 240                       | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FT-GS 1\      | 315                       | 09-01-93      | 09-01-93       | 11-01-00            |
| Vina, AL               | FS-DEL        | 62                        | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FT-GS 1\      | 155                       | 09-01-93      | 09-01-93       | 11-01-00            |
| Virginia Natural       | FT-A          | 7,675                     | 09-01-93      | 09-01-93       | 10-31-00            |
|                        | FT-A          | 2,914                     | 10-01-93      | 10-01-93       | 10-31-00            |
|                        | FT-A          | 2,683                     | 10-01-94      | 10-01-94       | 10-31-00            |
|                        |               | -----                     |               |                |                     |
|                        |               | 13,272                    |               |                |                     |
| Walnut, MS             | FS-DEL        | 583                       | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FT-GS 1\      | 800                       | 09-01-93      | 09-01-93       | 11-01-00            |
| Washington Gas Light   | FT-A          | 7,338                     | 10-01-93      | 10-01-93       | 10-31-00            |
|                        | FT-A          | 4,128                     | 10-01-93      | 10-01-93       | 10-31-00            |
|                        |               | -----                     |               |                |                     |
|                        |               | 11,466                    |               |                |                     |
| Waynesboro, TN         | FS-DEL        | 37                        | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FS-DEL        | 585                       | 09-01-93      | 09-01-93       | 11-01-00            |
|                        |               | -----                     |               |                |                     |
|                        |               | 622                       |               |                |                     |
|                        | FT-GS 1\      | 900                       | 09-01-93      | 09-01-93       | 11-01-00            |
| West Tennessee         | FS-DEL        | 112                       | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FS-DEL        | 6,741                     | 09-01-93      | 09-01-93       | 11-01-00            |
|                        |               | -----                     |               |                |                     |
|                        |               | 6,853                     |               |                |                     |
|                        | FT-G 2\       | 12,500                    | 09-01-93      | 09-01-93       | 11-01-00            |
| Western Kentucky       | FS-DEL        | 2,914                     | 09-01-93      | 09-01-93       | 11-01-93            |
|                        | FS-DEL        | 19,784                    | 09-01-93      | 09-01-93       | 11-01-00            |
|                        |               | -----                     |               |                |                     |
|                        |               | 22,698                    |               |                |                     |
|                        | FT-G 2\       | 5,772                     | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FT-G 2\       | 15,000                    | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FT-G 2\       | 6,856                     | 09-01-93      | 09-01-93       | 11-01-00            |
|                        | FT-G 2\       | 5,601                     | 09-01-93      | 09-01-93       | 11-01-00            |
|                        |               | -----                     |               |                |                     |
|                        |               | 33,229                    |               |                |                     |
|                        | FT-GS 1\      | 8,282                     | 09-01-93      | 09-01-93       | 11-01-00            |



Effective Date: 08/01/1999 Status: Effective  
FERC Docket: GT99- 58-000

**Second Revised Sheet No. 676** Second Revised Sheet No. 676 : Effective  
Superseding: First Revised Sheet No. 676

AGENCY AUTHORIZATION AGREEMENT  
FOR  
ELECTRONIC DATA INTERCHANGE

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, ("Contract Holder"), \_\_\_\_\_, ("Limited Agent") and Tennessee Gas Pipeline Company ("Transporter").

WITNESSETH:

WHEREAS Contract Holder has rights and obligations under certain contracts with Transporter;

WHEREAS, Limited Agent has executed an Electronic Data Interchange Trading Partner Agreement ("TPA") with Transporter;

WHEREAS Contract Holder has expressed its desire to assign certain electronic communication, linkage services and related administrative responsibilities to Limited Agent;

NOW THEREFORE, Contract Holder, Transporter, and Limited Agent agree as follows:

1. Agency: Contract Holder hereby agrees that for the term of this Agreement Limited Agent shall have sole and exclusive responsibility on Contract Holder's behalf for the electronic communication, linkage services and related administrative responsibilities as described in the TPA between Transporter and the Limited Agent for the data sets identified in Exhibit I to this Agreement as those data sets are used for all the agreements entered into between Contract Holder and Transporter (the "Contracts"). Except as set forth in this Section 1, Contract Holder shall retain sole and exclusive responsibility for all other forms of communication and related administrative responsibilities with Transporter for the Contracts.
2. Indemnity: Transporter will rely on communications and actions of Limited Agent for all purposes within the scope of the agency described in Section 1 above as such communications and actions relate to the Contracts. Contract Holder agrees to indemnify and hold Transporter harmless against any and all claims arising from Transporter's actions in reliance on communications with Limited Agent. Limited Agent agrees to indemnify and hold Transporter harmless against any and all claims that are brought by Contract Holder against Transporter that arise from or relate to this Agency Authorization Agreement, provided, however, nothing herein shall relieve Transporter of liability for its own negligence.
3. Term: The term of this Agreement shall be for one month beginning \_\_\_\_\_ and will continue in full force month-to-month thereafter unless terminated by Limited Agent, Contract Holder or Transporter by written notice from any Party to all other Parties five (5) business days prior to the termination taking effect.
4. Regulation: This Agreement shall be subject to all applicable governmental statutes, orders, rules, and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued.
5. Waiver: No waiver by any Party of one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

Effective Date: 08/01/1999 Status: Effective  
FERC Docket: GT99- 58-000

**First Revised Sheet No. 677** First Revised Sheet No. 677 : Effective  
Superseding: Original Sheet No. 677

AGENCY AUTHORIZATION AGREEMENT  
FOR  
ELECTRONIC DATA INTERCHANGE (continued)

6. The interpretation and performance of this agreement shall be in accordance with the laws of the state of Texas without regard to choice of law doctrine that refers to the laws of another jurisdiction.
7. The Parties agree and stipulate that the services to be performed pursuant to this Agreement by each Party are uniquely tied to the Parties performing the services. Therefore the rights and obligations pursuant to this agreement may not be assigned.
8. In the event of a conflict between the provisions of this Agreement and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first hereinabove written.

Contract Holder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Limited Agent: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Tennessee Gas Pipeline Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: 03/15/1998 Status: Effective  
 FERC Docket: RP98-135-000

Original Sheet No. 678 Original Sheet No. 678 : Effective

EXHIBIT \_\_\_\_\_ (Sequential Number)  
 ELECTRONIC DATA INTERCHANGE AGENCY AUTHORIZATION AGREEMENT  
 DATED \_\_\_\_\_  
 TO BE EFFECTIVE \_\_\_\_\_ (Date)

| Mark Application Transactions Sets Transaction Corresponding Number to Exhibit | Transaction Set Number and Name                       | ANSI Version | Your Company as Sender (S) or Receiver (R) | Document ID to be Included in GS02 (R) | Document ID to be Included in GS03 (S) | Response Set |
|--|---|--------------|--|--|--|--------------|
|  | 850 Shipper to Transporter Nomination                 | 3040         | S  |  | 850NM                                  |              |
|  | 855 Nomination Quick Response                         | 3040         | R  | 855NM                                  |  |              |
|  | 865 Scheduled Quantity                                | 3040         | R  | 865SQ                                  |  |              |
|  | 850 Request for Confirmation                          | 3040         | R  | 850CR                                  |  |              |
|  | 855 Confirmation Response                             | 3040         | S  |  | 855CR                                  |              |
|  | 860 Pre-determined Allocation                         | 3040         | S  |  | 860PA                                  |              |
|  | 865 Pre-determined Allocation Quick Response          | 3040         | R  | 865PA                                  |  |              |
|  | 811 Shipper Imbalance                                 | 3040         | R  | 811SI                                  |  |              |
|  | 865 Allocation Statement                              | 3040         | R  | 865AS                                  |  |              |
|  | 867 Measurement Information Statement                 | 3040         | R  | 867MI                                  |  |              |
|  | 811 Transportation/Sales Invoice                      | 3040         | R  | 811IV                                  |  |              |
|  | 820 Payment Remittance                                | 3040         | S  |  | 820PR                                  |              |
|  | 822 Statement of Account                              | 3040         | R  | 822SA                                  |  |              |
|  | 840 Firm Transportation and Storage-Offer             | 3040         | R  | 840OF                                  |  |              |
|  | 843 Firm Transportation Storage-Bid Review            | 3040         | R  | 843BR                                  |  |              |
|  | 843 Firm Transportation and Storage-Award Notice      | 3040         | R  | 843AN                                  |  |              |
|  | 843 Firm Transportation and Storage-Withdrawal        | 3040         | R  | 843WD                                  |  |              |
|  | 840 Electronic Withdrawal Upload                      | 3040         | S  |  | 840WD                                  |              |
|  | 840 Operationally Available and Unsubscribed Capacity | 3040         | R  | 840OA                                  |  |              |
|  | 846 Upload of Request for Download                    | 3040         | S  |  | 846RD                                  |              |
|  | 846 Response to Upload of Request for Download        | 3040         | R  | 846DR                                  |  |              |

864 System Wide Notices

3040

R

864SN

Effective Date: 08/01/1999 Status: Effective  
 FERC Docket: GT99- 58-000

**First Revised Sheet No. 679** First Revised Sheet No. 679 : Effective  
 Superseding: Original Sheet No. 679

EXHIBIT \_\_\_\_\_ (Sequential Number)  
 ELECTRONIC DATA INTERCHANGE AGENCY AUTHORIZATION AGREEMENT (continued)  
 DATED \_\_\_\_\_  
 TO BE EFFECTIVE \_\_\_\_\_ (Date)

| Mark<br>Application<br>Transactions<br>Sets<br>Transaction<br>Corresponding<br>Number<br>to Exhibit | Transaction Set Number<br>and Name                   | ANSI<br>Version | Your<br>Company<br>(S) or<br>Receiver (R) | Document<br>ID to be<br>Included<br>in GS02<br>(R) | Document<br>ID to be<br>Included<br>in GS03<br>(S) | Response<br>Set |
|---|--|-----------------|---|--|--|-----------------|
|   | 864 Notes/Special Instructions -<br>Outbound         | 3040            | R   | 864SI  |  |                 |
|   | 864 Notes/Special Instructions -<br>Inbound          | 3040            | S   |  | 864NI  |                 |
|   | 840 Upload to Pipeline of<br>Prearranged Deal (UPPD) | 3040            | S   |  | 840PD  |                 |
|   | 843 UPPD - Validation                                | 3040            | R   | 843PD  |  |                 |
|   | 843 UPPD - Bidder Confirmation                       | 3040            | S   |  | 843BC  |                 |
|   | 824 UPPD - Bidder Confirmation<br>Validation         | 3040            | R   | 824BV  |  |                 |
|   | 567 UPPD - Final Disposition                         | 3040            | R   | 567FD  |  |                 |
| **  | _____  | _____           | _____                                     | _____  | _____  | _____           |
|   | _____  | _____           | _____                                     | _____  | _____  | _____           |
|   | _____  | _____           | _____                                     | _____  | _____  | _____           |

A functional Acknowledgement (Transaction Set 997) is required for each transaction set.  
 \* The version of the Transaction Set shall be as approved by FERC, and as changed by FERC from time to time.  
 \*\* Any additional Transaction Set as agreed by Contract Holder, Transporter and Limited Agent.

CONTRACT HOLDER: \_\_\_\_\_  
 \_\_\_\_\_  
 BY: \_\_\_\_\_  
 \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 \_\_\_\_\_

LIMITED AGENT  
 COMPANY NAME:  
 \_\_\_\_\_  
 BY:  
 \_\_\_\_\_  
 NAME:  
 \_\_\_\_\_  
 TITLE:  
 \_\_\_\_\_

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

on behalf of Tennessee Gas Pipeline

Effective Date: 10/15/1999 Status: Effective  
FERC Docket: RP99-328-000

Original Sheet No. 680 Original Sheet No. 680 : Effective

GAS TRANSPORTATION AGREEMENT  
(For Use Under NET-284 Rate Schedule)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I  
DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be \_\_\_\_\_ dekatherms. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II  
TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III  
POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

GAS TRANSPORTATION AGREEMENT (continued)  
(For Use Under NET-284 Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule NET-284 and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service volumes, or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

Effective Date: 03/13/2006 Status: Effective  
FERC Docket: RP06-219-000

**First Revised Sheet No. 682** First Revised Sheet No. 682 : Effective  
Superseding: Original Sheet No. 682

GAS TRANSPORTATION AGREEMENT (continued)  
(For Use Under NET-284 Rate Schedule)

- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule NET-284, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule NET-284 and to the General Terms and Conditions as incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under NET-284 Rate Schedule)

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
  - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This contract shall be effective as of \_\_\_\_\_, \_\_\_\_\_, and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_\_ ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via PASSKEY; provided further, that if the Primary Term is one year or more, then unless Shipper elects upon one year's prior written notice to Transporter to request a lesser extension term, the Agreement shall automatically extend upon the expiration of the Primary Term for a term of five years and shall automatically extend for successive five year terms thereafter unless Shipper provides notice described above in advance of the expiration of a succeeding term; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

Effective Date: 10/15/1999 Status: Effective  
FERC Docket: RP99-328-000

**Original Sheet No. 684** Original Sheet No. 684 : Effective

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under NET-284 Rate Schedule)

- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII  
NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Director, Transportation Control

SHIPPER:

NOTICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

BILLING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**First Revised Sheet No. 685** First Revised Sheet No. 685 : Effective  
Superseding: Original Sheet No. 685

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under NET-284 Rate Schedule)

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV  
ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV  
MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

Effective Date: 10/15/1999 Status: Effective

FERC Docket: RP99-328-000

**Original Sheet No. 686** Original Sheet No. 686 : Effective

GAS TRANSPORTATION AGREEMENT (continued)

(For Use Under NET-284 Rate Schedule)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

SHIPPER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Effective Date: 10/15/1999 Status: Effective  
FERC Docket: RP99-328-000

**Original Sheet No. 687** Original Sheet No. 687 : Effective

GAS TRANSPORTATION AGREEMENT  
(For Use Under NET-284 Rate Schedule)

EXHIBIT A  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_ / \_\_\_\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND  
\_\_\_\_\_

Service Package:

Service Package TQ:

| METER AND  |            | INTERCONNECT |    | RATE |         |     |     |          |        |
|------------|------------|--------------|----|------|---------|-----|-----|----------|--------|
| METER NAME | PARTY NAME | COUNTY       | ST | ZONE | SEGMENT | R/D | LEG | METER-TQ | FUEL % |

Effective Date: 10/15/1999 Status: Effective  
FERC Docket: RP99-328-000

Original Sheet No. 688 Original Sheet No. 688 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule NET-284)

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from \_\_\_\_\_, a \_\_\_\_\_ Corporation, under \_\_\_\_\_'s NET-284 contract number \_\_\_\_\_ with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I  
DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be \_\_\_\_\_ dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II  
TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

Effective Date: 10/15/1999 Status: Effective  
FERC Docket: RP99-328-000

**Original Sheet No. 689** Original Sheet No. 689 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule NET-284) (Continued)

ARTICLE III  
POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V  
QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI  
RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the NET-284 Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule NET-284, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the

Effective Date: 10/15/1999 Status: Effective

FERC Docket: RP99-328-000

Original Sheet No. 690 Original Sheet No. 690 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule NET-284) (Continued)

General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII  
BILLINGS AND PAYMENTS

Transporter shall bill and Replacement Shipper shall pay all rates and charges in accordance with Article III, Section 11.11(h) and (i) and Articles V and VI, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII  
GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule NET-284 and to the General Terms and Conditions as incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX  
RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X  
WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants the following:

- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule NET-284) (Continued)

the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI  
TERM

11.1 This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_ and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_\_ (subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

11.3 This Agreement will terminate automatically in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

Effective Date: 10/15/1999 Status: Effective  
FERC Docket: RP99-328-000

**Original Sheet No. 692** Original Sheet No. 692 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule NET-284) (Continued)

ARTICLE XII  
NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company  
P. O. Box 2511  
Houston, Texas 77252-2511  
Attention: Director, Transportation Control

REPLACEMENT SHIPPER: \_\_\_\_\_

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: RP00- 229-000

**First Revised Sheet No. 693** First Revised Sheet No. 693 : Effective  
Superseding: Original Sheet No. 693

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule NET-284) (Continued)

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIII  
ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV  
MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.

Effective Date: 10/15/1999 Status: Effective

FERC Docket: RP99-328-000

Original Sheet No. 694 Original Sheet No. 694 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule NET-284) (Continued)

14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

REPLACEMENT SHIPPER

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

TITLE: \_\_\_\_\_

Effective Date: 10/15/1999 Status: Effective  
FERC Docket: RP99-328-000

Original Sheet No. 695 Original Sheet No. 695 : Effective

GAS TRANSPORTATION AGREEMENT

(For Use by Replacement Shipper Under Rate Schedule NET-284)

EXHIBIT A  
TO GAS TRANSPORTATION AGREEMENT  
DATED \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY  
AND  
\_\_\_\_\_

Service Package:

Service Package TQ:

Amendment Effective Date:

Amendment Effective Thru Date:

| METER AND  | INTERCONNECT |        |    | RATE |         |     |     |          |           | %    |
|------------|--------------|--------|----|------|---------|-----|-----|----------|-----------|------|
| METER NAME | PARTY NAME   | COUNTY | ST | ZONE | SEGMENT | R/D | LEG | METER-TQ | BID PRICE | FUEL |

\*Recall Right - \_\_\_\_\_ Yes \_\_\_\_\_ No  
Reput Rights - \_\_\_\_\_ Yes \_\_\_\_\_ No  
Volumetric - \_\_\_\_\_ Yes \_\_\_\_\_ No

NOTE: Bid price does not include commodity rate.  
See Tennessee's Applicable Rate Schedule.

\*Transporter shall not be responsible for enforcing specific conditions for recall.

